AT&T Wholesale Agreement

Contract Number: 18485

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

ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS,

INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA,

MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN,

NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA,

THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO,

PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA,

THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY d/b/a SBC CONNECTICUT,

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

SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS

AND/OR WISCONSIN BELL, INC. d/b/a SBC WISCONSIN

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

between one or more of

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

and

Neutral Tandem-Arkansas, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Missouri, LLC; Neutral Tandem-Nevada, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Texas, LLC

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

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the SBC Communications Inc. owned ILEC's Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (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, Neutral Tandem-Arkansas, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Missouri, LLC; Neutral Tandem-Nevada, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Texas, LLC ("CLEC"), (a Limited Liability corporation), shall apply to the state(s) of Arkansas, Indiana, Kansas, Missouri, Nevada, Oklahoma, and Texas

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 Lawful 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 Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state or 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 Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin 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 Lawful 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, Attachments, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified 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 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

1.1.2 "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.

1.1.3 "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.

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

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-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:

1.1.5.1 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) or "Alternately Billed Traffic" (ABT) 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 "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.

1.1.9 "As Defined in the Act" means as specifically defined by the Act.

1.1.10 "As Described in the Act" means as described in or required by the Act.

1.1.11 "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.

1.1.12 "Bona Fide Request" (BFR) is the process described in the applicable Appendix Lawful UNEs.

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

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

1.1.15 "CABS" means the Carrier Access Billing System.

1.1.16 "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.

1.1.17 "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.

1.1.18 "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.

1.1.19 "Central office switch" (Central Office) is a switching entity within the public switched telecommunications network, including but not limited to:

1.1.19.1 "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.

1.1.19.2 "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.

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

1.1.21 "Claim" means any pending or threatened claim, action, proceeding or suit.

1.1.22 "Collocation" is an arrangement is an arrangement where a CLEC leases space at an SBC-13STATE premises for the placement of equipment necessary for interconnection or access to SBC-13STATE Lawful UNEs.

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

1.1.24 "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:

1.1.24.1 the Arkansas Public Service Commission (AR-PSC);
1.1.24.2 Public Utilities Commission of the State of California (CA-PUC);
1.1.24.3 the Connecticut Department of Public Utility Control (DPUC);
1.1.24.4 the Illinois Commerce Commission (IL-CC);
1.1.24.5 the Indiana Utilities Regulatory Commission (IN-URC);
1.1.24.6 the Kansas Corporation Commission (KS-CC);
1.1.24.7 the Michigan Public Service Commission (MI-PSC);
1.1.24.8 the Missouri Public Service Commission (MO-PSC);
1.1.24.9 the Public Utilities Commission of Nevada (NV-PUC);
1.1.24.10 the Public Utilities Commission of Ohio (PUC-OH);
1.1.24.11 the Oklahoma Corporation Commission (OK-CC);
1.1.24.12 the Public Utility Commission of Texas (PUC-TX); and
1.1.24.13 the Public Service Commission of Wisconsin (PSC-WI).

1.1.25 "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.

1.1.26 "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.

1.1.27 "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.

1.128 "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.

1.1.29 "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.

1.1.30 "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.

1.1.31 "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.

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

1.1.33 "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:

1.1.33.1 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;

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

1.1.33.3 any Force Majeure Event.

1.1.34 "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.

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

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

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

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

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

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

1.1.38 "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.

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

1.1.40 "Exchange Access" is As Defined in the Act.

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

1.1.42 "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.

1.1.43 "Exchange Service" means Telephone Exchange Service, As Defined in the Act.

1.1.44 "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.

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

1.1.46 "FCC" means the Federal Communications Commission.

1.1.47 "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.

1.1.48 "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.

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

1.1.50 "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.

1.1.51 "Incumbent Local Exchange Carrier" (ILEC) is As Defined in the Act.

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

1.1.53 "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.

1.1.54 "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).

1.1.55 "Interconnection" is As Defined in the Act.

1.1.56 "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.

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

1.1.58 "InterLATA" is As Defined in the Act.

1.1.59 "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.

1.1.60 "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.

1.1.61 "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.

1.1.62 "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.

1.1.63 "Lawful," when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means 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.

1.1.64 "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.

1.1.65 "Local Access Transport Area" (LATA) is As Defined in the Act.

1.1.66 "Local Exchange Carrier" (LEC) is As Defined in the Act.

1.1.67 "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.

1.1.68 "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.

1.1.69 "Local Interconnection Trunks/Trunk Groups" are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE.

1.1.70 "Local Loop Transmission", "Lawful 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.

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

1.1.72 "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.

1.1.73 "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.

1.1.74 "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).

1.1.75 "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.

1.1.76 "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.

1.1.77 "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.

1.1.78 "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.

1.1.79 "Mutual Compensation" as defined in Appendix Reciprocal Compensation.

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

1.1.81 "Network Element" is As Defined in the Act.

1.1.82 "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.

1.1.83 "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.

1.1.84 "Number Portability" is As Defined in the Act.

1.1.85 "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.

1.1.86 "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.

1.1.87 "Out of Exchange LEC" (OE-LEC) means Neutral Tandem-Arkansas, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Missouri, LLC; Neutral Tandem-Nevada, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Texas, LLC operating within SBC-13STATE's incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.

1.1.88 "Out of Exchange Traffic" is defined as local, transit, or intraLATA traffic to or from a non-SBC ILEC exchange area.

1.1.89 "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.

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

1.1.91 "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.

1.1.92 "Physical Collocation" is as defined in Appendix Physical Collocation.

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

1.1.94 "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.

1.1.95 "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.

1.1.96 "Rate Center Area" means the following in each applicable area:

1.1.96.1 SBC MIDWEST REGION 5-STATE

1.1.96.1.1 "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.

1.1.96.2 SBC NEVADA

1.1.96.2.1 "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.

1.1.96.3 SBC CALIFORNIA

1.1.96.3.1 "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.

1.1.96.4 SBC CONNECTICUT

1.1.96.4.1 "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.

1.1.96.5 SBC SOUTHWEST REGION 5-STATE

1.1.96.5.1 "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.

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

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

1.1.99 "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.

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

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

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

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

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

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

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

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

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

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

1.1.110 "SBC CONNECTICUT" - As used herein, SBC CONNECTICUT means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

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

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

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

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

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

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

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

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

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

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

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

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

1.1.123 "Service Provider Number Portability" (SPNP) is synonymous with Permanent Number Portability "PNP".

1.1.124 "Service Switching Point" (SSP) is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

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

1.1.126 "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.

1.1.127 "State Abbreviation" means the following:

1.1.127.1 "AR" means Arkansas
1.1.127.2 "CA" means California
1.1.127.3 "CT" means Connecticut
1.1.127.4 "IL" means Illinois
1.1.127.5 "IN" means Indiana
1.1.127.6 "KS" means Kansas
1.1.127.7 "MI" means Michigan
1.1.127.8 "MO" means Missouri
1.1.127.9 "NV" means Nevada
1.1.127.10 "OH" means Ohio
1.1.127.11 "OK" means Oklahoma

1.1.127.12 "TX" means Texas

1.1.127.13 "WI" means Wisconsin

1.1.128 "Switched Access Detail Usage Data" means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.

1.1.129 "Switched Exchange Access Service" means the offering of transmission or switching cervices 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.

1.1.130 "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.

1.1.131 "Telecommunications" is As Defined in the Act.

1.1.132 "Telecommunications Carrier" is As Defined in the Act.

1.1.133 "Telecommunications Service" is As Defined in the Act.

1.1.134 "Telephone Exchange Service" is As Defined in the Act.

1.1.135 "Telephone Toll Service" is As Defined in the Act.

1.1.136 "Third Party" means any Person other than a Party.

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

1.1.138 "Trunk" means a communication line between two switching systems.

1.1.139 "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.

1.1.140 "Lawful Unbundled Network Element" or "Lawful UNE" is as defined in Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements.

1.1.141 "Virtual Collocation" is as defined in Appendix Virtual Collocation.

1.1.142 "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 MIDWEST REGION 5-STATE 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 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CLEC and

only the SBC-13STATE ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

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 SOUTHWEST REGION 5-STATE'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 SBC CONNECTICUT only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with SBC CONNECTICUT, such DPUC-ordered tariffs will prevail.

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 Lawful Unbundled Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in this Agreement (including any and all attachments, appendices and/or schedules hereto), and all such Provisions are integrally related.

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 except for the Out of Exchange Appendix, 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 only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such 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, Lawful Unbundled 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").

2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which SBC-12STATE agrees to provide CLEC with access to Lawful unbundled network elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC-12STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC-12STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC-12STATE's incumbent local exchange areas. SBC-12STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-12STATE's incumbent local exchange areas. In addition, SBC-12STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC-12STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in SBC-12STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within an SBC-12STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC-12STATE has been approved by the relevant state Commission and is in effect.

2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by SBC-12STATE under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Lawful UNEs, regardless of whether the term "Lawful" is used as part of the reference to unbundled network elements.

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.

2.14 This Agreement sets forth the terms and conditions pursuant to which SBC-13STATE agrees to provide CLEC with access to Lawful UNEs, Collocation and Resale in SBC-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that SBC-13STATE is only obligated to make available Lawful UNEs, Collocation and Resale to CLEC in SBC-13STATE's incumbent local exchange areas. SBC-13STATE

has no obligation to provide Lawful UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-13STATE's incumbent local exchange areas. In addition, SBC-13STATE is not obligated to provision Lawful UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of SBC-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Interconnection Agreement, and any associated provisions set in the Attachments, Appendices, Schedules and/or Exhibits in the CLEC's current Interconnection Agreement (including but not limited to the associated Lawful UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to CLEC for provisioning services within an SBC-13STATE incumbent local exchange area(s) in the State in which the CLEC's Interconnection Agreement has been approved by the Commission and is in effect.

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 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

4.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $100,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $100,000 for Bodily Injury by disease-each employee.

4.6.2 Commercial General Liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $10,000,000 Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of

$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

4.6.3 If use of 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.

4.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.

4.6.5 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.

4.6.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

4.6.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

4.6.7.1 The Party desiring to satisfy its 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

4.6.7.2 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

4.6.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

4.6.8 This Section 4.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

4.7 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert the appropriate it's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Lawful Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services on the signature page of this Agreement and provide SBC-13STATE with a copy.

4.8 Assignment

4.8.1 Assignment of Contract

4.8.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of SBC-13STATE. Any attempted assignment or transfer that is not permitted is void *ab initio*.

4.8.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to SBC-13STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the

foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with SBC-13STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.

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

4.8.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per end user record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.

4.8.3 Company Code Change

4.8.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of Section 4.8.3.1, "assets" means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide SBC-13STATE with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC-13STATE's consent. SBC-13STATE shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC-13STATE's consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

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

4.8.4 Assignment of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service.

4.8.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide SBC-13STATE with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any

outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

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

4.8.5 Project Coordination

4.8.5.1 SBC-13STATE will provide project management support to effectuate changes of the types identified in Sections 4.9.2, 4.9.3, and 4.9.4.

4.8.5.2 SBC-13TATE will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should SBC-13STATE's most current version of LSOR or ASOR guidelines not support the required order activity, SBC-13STATE will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to SBC-13STATE any and all information SBC-13STATE reasonably requests to effectuate such changes.

4.9 When an 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.

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

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

4.9.2 The following applies to SBC INDIANA only:

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

4.9.3 The following applies to SBC MICHIGAN only:

4.9.3.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the

referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.9.4 The following applies to SBC OHIO only:

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

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

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

4.12 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.

4.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1 In SBC-13STATE, with the exception of SBC OHIO, 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 SBC OHIO, 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 18, 2006, 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 18, 2007 (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, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the

terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 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 41; 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 If written notice is not issued pursuant to Section 5.2, 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 Traffic (ABT). ABT 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 ABT 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, ABT, 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-10STATE, SBC CALIFORNIA, and SBC CONNECTICUT will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB. SBC CALIFORNIA will provide such alert messages by e-mail. SBC-10STATE and SBC CONNECTICUT will provide via fax.

6.4.1 SBC SOUTHWEST REGION 5-STATE (on behalf of itself and SBC CONNECTICUT) and SBC CALIFORNIA will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud for CLEC using the same criteria SBC SOUTHWEST REGION 5-STATE and SBC CALIFORNIA use to monitor fraud on their respective accounts.

6.4.2 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.

6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

6.5 In SBC SOUTHWEST REGION 5-STATE and SBC CALIFORNIA ABT-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.

6.6 In SBC CALIFORNIA 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. For terms and conditions for TARS, see Appendix Resale.

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, Lawful Unbundled 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 SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by SBC SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, SBC SOUTHWEST REGION 5-STATE may request assurance of payment of charges reasonably anticipated by SBC SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.

7.3.3.2 Notwithstanding anything else set forth in this Agreement, SBC SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by SBC SOUTHWEST REGION 5-STATE to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to 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, however, 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 SBC CONNECTICUT, see the applicable DPUC ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Lawful Unbundled 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-10STATE and SBC CALIFORNIA is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.

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

8.1.3 Remittance in full of all bills rendered by SBC CONNECTICUT is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the "Bill Due Date."

8.1.4 Remittance in full of all bills rendered by 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 SOUTHWEST REGION 5-STATE Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC-8STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than SBC SOUTHWEST REGION 5-STATE's CRIS will comply with the process set forth in the applicable SBC-8STATE intrastate access services tariff for that state.

8.1.5.2 If any charge incurred under this Agreement that is billed out of SBC SOUTHWEST REGION 5-STATE's CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to SBC SOUTHWEST REGION 5-STATE CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to SBC SOUTHWEST REGION 5-STATE's retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of SBC SOUTHWEST REGION 5-STATE's CRIS will be governed by the SBC SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to SBC SOUTHWEST REGION 5-STATE's retail End Users that are business End Users in that state.

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

8.2 If any charge incurred by SBC-13STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable 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 SBC CONNECTICUT in "immediately available funds." All payments to SBC CONNECTICUT must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SBC CONNECTICUT. If 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 SBC CONNECTICUT will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by SBC CONNECTICUT no later than the Bill Due Date of each bill or Late Payment Charges will apply. SBC CONNECTICUT is not liable for any delays in receipt of funds or errors in entries caused by 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. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. 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 [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

8.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.

8.6 Requirements to Establish Escrow Accounts.

8.6.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

8.6.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

8.6.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.

8.6.2 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:

8.6.2.1 The escrow account must be an interest bearing account;

8.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

8.6.2.3 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;

8.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and

8.6.2.5 disbursements from the escrow account will be limited to those:

8.6.2.5.1 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

8.6.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or

8.6.2.5.3 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.

8.6.3 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.

8.6.4 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 8.7.1.1 and Section 8.7.1.3 are completed within the times specified therein.

8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.

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

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

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

8.10 Exchange of Billing Message Information

8.10.1 SBC-13STATE will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Lawful Unbundled 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 Lawful Unbundled 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 Lawful Unbundled Network Elements provided by SBC-13STATE. Procedures and processes for implementing the interfaces with SBC-13STATE will be included in implementation requirements documentation.

8.10.2 To establish file transmission for the Daily Usage File, CLEC must provide to SBC-13STATE a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.

8.10.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by SBC-13STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.

8.10.4 SBC SOUTHWEST REGION 5-STATE will bill CLEC for Usage Extract furnished by SBC SOUTHWEST REGION 5-STATE in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information Data (Daily Usage) per message" or Provision of Message Detail a.k.a. Daily Usage File (DUF)."

8.10.5 Interexchange call detail on Resale Services 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 will be passed through when SBC-13STATE records the message.

8.11 When CLEC serves its end user via switch-based service, both Parties will settle tariffed ABT charges for calls accepted by each Party's end users, except in SBC Connecticut. The originating Party will pay the Party that has the billable end user a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 If a Party is furnished Interconnection, Resale Services, Lawful Unbundled 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, Lawful Unbundled 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, Lawful Unbundled 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.

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

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

9.2.3 SBC MISSOURI will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.

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

9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 10.4.1 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 8.6; 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 8.6 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 8.6 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 8.6 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, Lawful Unbundled 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, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.

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

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

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

9.6 SBC MIDWEST REGION 5-STATE only

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

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

9.6.1.2 discontinue providing any Interconnection, Resale Services, Lawful Unbundled 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 SBC INDIANA will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.

9.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.

9.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.7 SBC-7STATE only

9.7.1 Any demand provided by SBC-7STATE to 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, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

9.7.2.2 disconnect any Interconnection, Resale Services, Lawful Unbundled 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 SBC KANSAS will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

9.7.3 On the same date that Resale Services to 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 SBC MISSOURI will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

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

9.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to SBC-7STATE as specified in Section 9.7.3 will be billed to 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 SBC CALIFORNIA only, following expiration of the selection period and disconnection of such transferred Resale End Users, where facilities permit, SBC CALIFORNIA will furnish transferred and subsequently disconnected local residential End Users with "quick dial tone."

9.8 SBC CONNECTICUT only

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

9.9 Limitation on Back-billing and Credit Claims:

9.9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to

9.9.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning

that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

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

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 which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing 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 MIDWEST REGION 5-STATE), LSC (SBC-7STATE) or LEC-C (SBC CONNECTICUT);

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. Written notice sent to SBC-13STATE for Disputed Amounts must be made on the "13 Billing Claims Dispute Form".

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 MIDWEST REGION 5-STATE Service Center; SBC-7STATE Local Service Center (LSC); SBC CONNECTICUT 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 8.6 of this Agreement and deposited all Unpaid Charges

relating to Resale Services and Lawful Unbundled 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 SOUTHWEST REGION 5-STATE); Chicago, Illinois (SBC MIDWEST REGION 5-STATE), San Francisco, California (SBC CALIFORNIA); Reno, Nevada (SBC NEVADA); or New Haven, Connecticut (SBC CONNECTICUT), 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. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that 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 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 - SBC CONNECTICUT only

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

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

11.2.3 SBC CONNECTICUT shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to 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 SBC CONNECTICUT by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. SBC CONNECTICUT will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from SBC CONNECTICUT, however, SBC CONNECTICUT shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and 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 SBC CONNECTICUT.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, LAWFUL UNBUNDLED 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, Lawful Unbundled 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, Lawful Unbundled 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, Lawful Unbundled 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, Lawful Unbundled 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, Lawful Unbundled 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, Lawful Unbundled 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, Lawful Unbundled 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, Lawful Unbundled 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, Lawful Unbundled 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, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract 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, Lawful Unbundled 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, Lawful Unbundled 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, Lawful Unbundled Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

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, Lawful Unbundled Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection,

Resale Services, Lawful Unbundled 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, Lawful Unbundled Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Lawful Unbundled 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 Lawful Unbundled 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 Lawful UNE necessary for CLEC to use such Lawful UNE 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 Lawful UNE 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 Lawful UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that Lawful UNE 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 Lawful Unbundled 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 Lawful UNEs 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 Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with Lawful UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights SBC-13STATE agrees in Section 14.5.1.1 to use its best efforts to obtain.

14.6 CLEC shall reimburse SBC-13STATE for damages to SBC-13STATE's facilities utilized to provide Interconnection or Lawful UNEs 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 sections 17.1.1, 17.1.2, or 17.1.3.

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	John Barnicle /President	Contract Management ATTN: Notices Manager
STREET ADDRESS	1 S. Wacker Drive, Suite 200	311 S. Akard, 9th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Chicago, IL 60606	Dallas, TX 75202-5398
FACSIMILE NUMBER	312-346-3276	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. 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.

17.3 In the SBC-13STATE's 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 SBC SOUTHWEST REGION 5-STATE only:

17.5.1 SBC SOUTHWEST REGION 5-STATE shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Lawful Unbundled Network Elements under this Agreement; CLEC shall provide SBC SOUTHWEST REGION 5-STATE with a toll free facsimile number for notices from SBC SOUTHWEST REGION 5-STATE relating to requests for Resale Services and Lawful Unbundled 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 the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v.

FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Except to the extent that SBC-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-13STATE state in which this Agreement is effective, and 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-13STATE's right to exercise its option at any time to adopt on a date specified by SBC-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

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, Lawful Unbundled Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma, Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue.

23. REGULATORY APPROVAL

23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support

approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to SBC-12STATE only

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

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

24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), SBC-12STATE is free to reclaim the Lawful UNE 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 SBC CONNECTICUT 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. SBC CONNECTICUT's wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

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

25. COMPLIANCE AND CERTIFICATION

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

25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Lawful Unbundled Network

Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

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-12STATE 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 SBC CONNECTICUT 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. INTENTIONALLY LEFT BLANK

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, Lawful Unbundled 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 Customer Proprietary Network Information ("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 (i) 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, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) 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 (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) 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 (i) the work location, or (ii) 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, Lawful Unbundled 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, Lawful Unbundled 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 CLEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CLEC agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time.

33.3 With respect to any purchase of Interconnection, Resale Services, Lawful Unbundled 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: (i) it bills the purchasing Party for such Tax, or (ii) 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.

33.4 With respect to any purchase hereunder of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. 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.

33.5 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.

33.6 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.

33.7 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.

33.8 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, Lawful Unbundled 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.

33.9 With respect to any Tax or Tax controversy covered by this Section 33, 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.

33.10 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.

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, Lawful Unbundled 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 SBC-13STATE will provide SS7 signaling pursuant to applicable access tariff.

37. CUSTOMER INQUIRIES

37.1 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.

37.2 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:

37.2.1 Provide the number described in Section 38.1 to callers who inquire about the other Party's services or products; and

37.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

37.3 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.

37.4 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.

38. EXPENSES

38.1 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.

38.2 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 the State of 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 the State of 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.

39. CONFLICT OF INTEREST

39.1 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.

40. SURVIVAL

40.1 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 8.8; 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.

41. SCOPE OF AGREEMENT

41.1 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.

41.2 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.

42. AMENDMENTS AND MODIFICATIONS

42.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained

in the amendment shall become effective upon approval of such amendment by the appropriate Commissions; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. 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.

42.2 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.

43. APPENDICES INCORPORATED BY REFERENCE

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

43.1.1 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.

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

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

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

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

43.3.2 SBC-12STATE shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

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

43.4.1 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.

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

43.5.1 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.

43.6 OTHER SERVICES

43.6.1 911 and E911 Services

43.6.1.1 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.

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

43.6.1.2.1 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

43.6.1.2.2 CLEC understands and agrees that, should it decide to provide voice service, it is required to meet all applicable Commission 911 service requirements; and

43.6.1.2.3 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.

43.6.1.2.4 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.

43.6.3 Directory Assistance (DA)

43.6.3.1 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.

43.6.4 Hosting

43.6.4.1 At CLEC's request, SBC-10STATE 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-10STATE's internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which is/are attached hereto and incorporated herein by reference.

43.6.5 Operator Services (OS)

44.6.5.1 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.

43.6.6 Publishing and Directory

43.6.6.1 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.

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

43.6.7.1 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.

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

43.6.8.1 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.

43.6.9 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).

43.6.9.1 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.

43.6.10 LAWFUL UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3)

43.6.10.1 Pursuant to the applicable Appendix Lawful UNEs, which is/are attached hereto and incorporated herein by reference, SBC-13STATE will provide CLEC access to Lawful UNEs 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.

44. AUTHORITY

44.1 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 Operations, 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.

44.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas 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.

44.3 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.

45. COUNTERPARTS

45.1 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.

46. ENTIRE AGREEMENT

46.1 SBC-12STATE

46.1.1 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.

46.2 SBC CONNECTICUT

46.2.1 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.

SBC-13STATE Agreement
Signatures

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

CLEC's STATE-SPECIFIC:

FACILITIES-BASED OCN # _____

RESALE OCN # _____

ACNA _____

Neutral Tandem-Arkansas, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Missouri, LLC; Neutral Tandem-Nevada, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Texas, LLC

Signature: David Tatak

Name: DAVID TATAK
(Print or Type)

Title: VP Billing & Revenue
(Print or Type)

Date: 5/16/05

Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Nevada Bell Telephone Company d/b/a SBC Nevada, and/or Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma, SBC Texas; by SBC Operations, Inc., its authorized agent

Signature: _____

Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: JUN 0 2 2005

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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

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

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

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

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

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

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

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

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

2. CHC SERVICE DESCRIPTION

2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours..

2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the SBC-13STATE.

2.3 SBC-13STATE may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

2.4 The SBC-13STATE reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the SBC-13STATE's ability to provide its baseline service. Where time permits, the SBC-13STATE will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.

3.2 When CLEC orders CHC service, SBC-13STATE shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:

3.2.1 SBC MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)[1]

3.2.2 SBC NEVADA – PUCN, Section C13A, 13.2.6(c)

3.2.3 SBC CALIFORNIA – Access Tariff 175-T, Section 13.2.6(c)

3.2.4 SBC SOUTHWEST REGION 5-STATE – Appendix Pricing, Schedule of Prices, "Time and Materials Charges"

3.2.5 SBC CONNECTICUT – Connecticut Access Service Tariff, Section 18.1(3)

3.3 In the event the SBC-13STATE fails to meet a CHC Service commitment for reasons within the control of SBC-13STATE, SBC will not charge CLEC a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, SBC-13STATE's inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and SBC-13STATE is no longer obligated to ensure a CHC is on that order.

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

APPENDIX
PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

SBC-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

1.1.1 This Appendix provides for the placing of Collocator telecommunications equipment and facilities on SBC-13STATE property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via SBC-13STATE approved vendor (hereinafter referred to as Dedicated Space) within SBC-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from SBC-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following, SBC-13STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SBC-13STATE will permit collocation in Adjacent Structures located on SBC-13STATE's property in accordance with this Appendix.

1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to SBC-13STATE's Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, SBC-13STATE will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and SBC-13STATE will not impose any charge(s) to perform such Billing Conversion(s).

1.4.1 Prospective Effect.

1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation arrangement.. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement)

under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, SBC-13STATE's standards and requirements for equipment and facility installations, CLEC Online website, or SBC-13STATE's TP76300MP.

2. DEFINITIONS

2.1 Act - "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.

2.2 Active Collocation Space - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.

2.3 Adjacent Off-site Arrangement - Where Physical Collocation space within SBC-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SBC-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Central Office or Eligible Structure.

2.4 Adjacent Structure - A Collocator-provided structure placed on SBC-13STATE property (Adjacent On-site) or non-SBC 13-STATE property (Adjacent Off-site) 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.

2.5 Augment - A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.

2.6 Cross-Connect - A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).

2.7 Direct Connection - Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).

2.8 Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).

2.9 Day - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.

2.10 Delivery Date - The date on which SBC-13STATE provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when SBC-13STATE has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.

2.11 Dedicated Space - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in SBC-13STATE Eligible Structure.

2.12 Effective Billing Date – The date SBC-13STATE completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.

2.13 Eligible Structure - Eligible Structure refers to SBC-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC-13STATE that house its network facilities, and all structures that house SBC-13STATE's facilities on public rights-of-way.

2.14 Extraordinary Charges - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses SBC-13STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or SBC-13STATE as defined in Section 17.6

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

2.16 Individual Case Basis (ICB) - SBC-13STATE may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

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

2.18 Installation Supplier - Suppliers/vendors that are approved to perform central office installation work for SBC-13STATE and for Collocator in SBC-13STATE eligible structures in all collocation footprints areas and/or SBC-13STATE common areas in the technologies and geographical locations for which they are approved by SBC-13STATE.

2.18.1 SBC Approved CO Installation Suppliers (Tier 1 Approved Suppliers) - These suppliers are approved to perform CO installation work for SBC-13STATE and for Collocators in SBC-13STATE central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the SBC-13STATE per the letter codes listed in a table on the Tier 1 list on https://clec.sbc.com/clec.

2.18.2 SBC Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers) - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the SBC-13STATE central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.

2.19 Interconnector's Guide for Collocation (Collocation Handbook) -or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the SBC-13STATE's, which is located on the SBC-13STATE CLEC ONLINE Web-Site (https://clec.sbc.com/clec), as amended from time to time.

2.20 Legitimately Exhausted – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.

2.21 Main Distribution Frame - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.

2.21 Non-Standard Collocation Request (NSCR) - SBC-13STATE may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

2.22 Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

2.23 Remote Terminals - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other SBC owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator's equipment.

2.24 Technical Publications – documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via https://clec.sbc.com/clec.

2.25 Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

2.26 Telecommunications Infrastructure Space - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of SBC-13STATE's network.

2.27 Unused Space - Any space (i) existing in SBC-13STATE's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by SBC-13STATE's or any third party, (iii) that is not occupied by SBC-13STATE's, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by SBC-13STATE's or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (SBC-13STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void SBC-13STATE's warranty on proximate

3. GENERAL

3.1 Certification

3.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. SBC-13STATE shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. SBC-13STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

3.3.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all SBC-13STATE requirements. The Installation Supplier shall coordinate with the SBC-13STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via https://clec.sbc.com/clec.

3.4 Safety

3.4.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of SBC-13STATE or other telecommunications carriers. The Collocator shall immediately report to the SBC-13STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on SBC-13STATE premises or any OSHA inspection or citations issued to the Collocator while on SBC-13STATE premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. SBC-13STATE will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for SBC-13STATE vehicles and which are designated as reserved. SBC-13STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and SBC-13STATE are required to follow all posted traffic and SBC-13STATE signs and follow all applicable parking and traffic laws and ordinances.

3.7 Collocator's Equipment and Facilities

3.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;

3.7.1.2 its equipment.;

3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

3.7.2 SBC-13STATE neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

3.8 Americans with Disability Act (ADA)

3.8.1 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.

3.8.2 If SBC-13STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SBC-13STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

3.8.3 Should SBC-13STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.

3.8.4 Should SBC-13STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), SBC-13STATE shall absorb all of the costs related to such an upgrade.

3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability

4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either SBC-13STATE or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

4.1.2 Neither SBC-13STATE nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.

4.1.3 Both SBC-13STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.

4.1.4 The liability of either SBC-13STATE or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

4.2 Third Parties

4.2.1 SBC-13STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

4.2.2 In addition to any other applicable limitation, neither SBC-13STATE nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either SBC-13STATE or the Collocator or its agents or employees.

4.3 Force Majeure Events

4.3.1 No Party shall be responsible for delays or failures in performance of any part of this Appendix (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to 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, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, 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 written 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 reasonable and diligent 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.

4.4 Insurance

4.4.1 Coverage Requirements

4.4.1.1 The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

4.4.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC-13STATE and Employers Liability insurance with minimum limits of $100,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $100,000 for Bodily Injury by disease-each employee.

4.4.1.1.2 Commercial General Liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $10,000,000 Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $2,000,000 are required for lease agreements. SBC-13STATE will be named as an Additional Insured on the Commercial General Liability policy.

4.4.1.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

4.4.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases SBC-13STATE from and waives any and all right of recovery, claim, action or cause of action against SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk 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.

4.4.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any rights of Collocator against SBC-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

4.4.1.1.6 SBC-13STATE requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

4.4.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SBC-13STATE as well. If a certificate is not received, SBC-13STATE will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes SBC-13STATE, and SBC-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC-13STATE will invoice Collocator for the costs incurred to so acquire insurance.

4.4.3 The cancellation clause on the certificate of insurance will be amended to read as follows: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING SBC-13STATE WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

4.4.4 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

4.5 Self-Insured

4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF SBC-13STATE

5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between SBC-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

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

5.3 SBC-13STATE shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

5.4 Casualty Loss

5.4.1 Damage to Dedicated Space

5.4.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenantable in whole or in part, SBC-13STATE shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, SBC-13STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or SBC-13STATE opts not to rebuild, then SBC-13STATE shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, SBC-13STATE must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.4.1.2 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 prepared for the Collocator by SBC-13STATE.

5.4.2 Damage to Eligible Structure

5.4.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SBC-13STATE's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SBC-13STATE, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

6.1 SBC-13STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. SBC-13STATE may impose security arrangements as stringent as the security arrangements SBC-13STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, SBC-13STATE may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. SBC-13STATE will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

6.1.1.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of SBC-13STATE security standards. Collocator 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 Collocator to receive security training from SBC-13STATE, but will provide information to Collocator on the specific type of training required.

6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in SBC-13STATE's Technical Publications via https://clec.sbc.com/clec.

6.1.1.3 Collocator and SBC-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of SBC-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator 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 Collocator 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:

6.1.1.3.1 Theft or destruction of SBC-13STATE's or Collocator's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC-13STATE property;

6.1.1.3.3 Threats or violent acts against other persons on SBC-13STATE property;

6.1.1.3.4 Knowing violations of any local, state or federal law on SBC-13STATE property;

6.1.1.3.5 Permitting unauthorized persons access to SBC-13STATE or Collocator's equipment on SBC-13STATE property; and

6.1.1.3.6 Carrying a weapon on SBC-13STATE property.

In addition, Collocator and SBC-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by SBC-13STATE or the Collocator of SBC-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in SBC-13STATE's Interconnector's Collocation Services Handbook https://clec.sbc.com/clec for Physical Collocation in SBC-13STATE, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC-13STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SBC-13STATE as well.

6.1.1.5 SBC-13STATE may use reasonable security measures to protect its equipment. In the event SBC-13STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SBC-13STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate SBC-13STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.1.5.1 SBC-13STATE's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to SBC-13STATE's equipment. SBC-13STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within SBC-13STATE's space. To the extent that SBC-13STATE is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at SBC-13STATE's expense.

6.1.1.5.2 SBC-13STATE's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

6.1.1.5.3 SBC-13STATE's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SBC-13STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.1.5.4 If SBC-13STATE chooses to enclose its own equipment, SBC-13STATE will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.

6.1.1.5.5 SBC-13STATE has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If SBC-13STATE cannot prove that other reasonable security methods cost more than an interior security partition around SBC-13STATE's equipment, SBC-13STATE cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.

6.1.1.5.6 If SBC-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around SBC-13STATE's equipment at the time the price quote is given.

6.1.1.6 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SBC-13STATE will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. SBC-13STATE will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

7.1.1 SBC-13STATE is responsible for providing the Collocator personnel a contact number for SBC-13STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and SBC-13STATE will not delay a Collocator's entry into an Eligible Structure.

7.1.2 The Collocator is responsible for providing to SBC-13STATE personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week SBC-13STATE. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Appendix, SBC-13STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

7.3 Trouble Status Reports

7.3.1 SBC-13STATE and the Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade SBC-13STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, SBC-13STATE and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, SBC-13STATE or the

Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by SBC-13STATE or the Collocator.

7.4 Service Coordination

7.4.1 SBC-13STATE is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied SBC-13STATE shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

7.5.2 In the event that the Collocator disputes the SBC-13STATE placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. SBC-13STATE will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the SBC-13STATE-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.

7.5.3 The SBC-13STATE representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise SBC-13STATE orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the SBC-13STATE findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on SBC-13STATE to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

7.6.1 SBC-13STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by SBC-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, SBC-13STATE will not provide Collocator's personnel or agents with direct access to SBC-13STATE's Main Distribution Frame (MDF), with the exception of the SBC-13STATE's Approved Vendor.

7.6.1.2 SBC-13STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty

(50) square feet of caged space) and will ensure that the first Collocator in a SBC-13STATE premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by SBC-13STATE in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that SBC-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.

7.6.1.3 Caged Shared Collocation - SBC-13STATE will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, SBC-13STATE will not provide Collocator's personnel or agents with direct access to SBC-13STATE's Main Distribution Frame (MDF), with the exception of the SBC-13STATE's Approved Vendor.

7.6.1.4 Cageless Collocation - SBC-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, SBC-13STATE will provide space in single bay increments, including available space adjacent to or next to SBC-13STATE's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort SBC-13STATE. SBC-13STATE will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). SBC-13STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, SBC-13STATE will not provide Collocator's personnel or agents with direct access to SBC-13STATE's Main Distribution Frame (MDF), with the exception of the SBC-13STATE Approved Tier 1 Vendor.

7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within SBC-13STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, SBC-13STATE will permit Collocator to physically collocate on SBC-13STATE's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that SBC-13STATE uses to house telecommunication equipment, to the extent technically feasible. SBC-13STATE and telecommunications carrier will mutually agree on the location of the designated space on SBC-13STATE premises where the Adjacent Structure will be placed. SBC-13STATE will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. SBC-13STATE will offer the following increments of power to the Adjacent Structure: SBC-13STATE will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. SBC-13STATE will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. SBC-13STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. SBC-13STATE shall permit Collocator to place its own equipment, including, but

not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either SBC-13STATE or the Collocator. Accordingly, SBC-13STATE will not provide Collocator's personnel or agents with direct access to SBC-13STATE's Main Distribution Frame (MDF), with the exception of the SBC-13STATE's Approved Tier 1 Vendor.

7.6.1.5.1 Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.

7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and SBC-13STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense

7.6.1.6 Adjacent Off-Site Arrangement – Where Physical Collocation space within SBC-13STATE Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and SBC-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the SBC-13STATE Central Office or Eligible Structure.

7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.

7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SBC-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SBC-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SBC-13STATE's facilities. SBC-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

7.6.1.7 In the event that interior space in an Eligible Structure becomes available, SBC-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

7.6.1.8 SBC-13STATE will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives

rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in SBC-13STATE's Eligible Structures that such an arrangement is technically feasible.

7.7 Construction Inspections

7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.

7.7.2 Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from SBC-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

7.8.1 SBC-13STATE will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. SBC-13STATE will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. SBC-13STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that SBC-13STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

8 ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which SBC-13STATE eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within SBC-13STATE's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

8.1.2 SBC-13STATE will submit to a requesting Telecommunications Carrier a report indicating SBC-13STATE's available collocation space in a particular SBC-13STATE Eligible Structure upon request SBC-13STATE. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that SBC-13STATE is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

8.1.3 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 SBC-13STATE shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If SBC needs more time to continue analyzing certain aspects of the request, SBC-13STATE's 10 calendar day notice shall be limited to addressing whether or not SBC has the requested, or designated alternative, amount of appropriate collocation space.

8.1.4.2 In responding to an application request if space is not available, SBC-13STATE will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of SBC-13STATE's receipt of a completed application.

8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.

8.1.4.4 SBC-13STATE will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, SBC-13STATE will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook https://clec.sbc.com/clec, 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.

8.1.4.5 In the event SBC-13STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to SBC-13STATE's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated SBC-13STATE representative and the designated agent for the Collocator, who will participate in the tour.

8.1.4.7 SBC-13STATE will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. SBC-13STATE's representative will accompany and supervise the Collocator agent on the inspection tour.

8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise SBC-13STATE. The Collocator and SBC-13STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SBC-13STATE reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on SBC-13STATE to justify the basis for any denial of collocation requests.

8.1.4.9 Legitimately Exhausted. Before SBC-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, SBC-13STATE must have removed all unused

obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, SBC-13STATE may reserve space for transport equipment for current year plus two (2) years. Additionally, SBC-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC-13STATE or for future use by SBC-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SBC-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 SBC-13STATE will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in SBC-13STATE's Interconnector's Collocation Services Handbook (https://clec.sbc.com/clec) for Physical Collocation in SBC-13STATE and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to SBC-13STATE.

8.1.5.1.1 A Collocator wishing SBC-13STATE to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SBC-13STATE to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, SBC-13STATE would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes SBC-13STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if SBC-13STATE is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's application and initial Planning Fee payment, SBC-13STATE will begin development of the quotation. SBC-13STATE will advise the Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). SBC-13STATE will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, SBC-13STATE shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. SBC-13STATE will not select for Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

8.1.5.3 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

8.1.5.4 Should the Collocator submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form.

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which SBC-13STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, SBC-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until SBC-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, SBC-13STATE will deliver Caged Physical

or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.2 Cageless Physical Collocation Installation Intervals

8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Collocator.

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), SBC-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges.)

8.2.2.2.1 A shorter interval may apply where Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, SBC-13 STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Collocator's collocation area.

8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

8.2.3.2 SBC-13STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where SBC-13STATE will be installing all or some of the bays, and the Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than fifty (50) amps per feed, SBC-13STATE will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when SBC-13STATE installs interconnection and power cabling. SBC-13STATE will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to SBC-13STATE's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the

application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) SBC-13STATE will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Collocator and another Collocator provided the Collocator is interconnected with SBC-13STATE's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SBC-13STATE bays, SBC-13STATE cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. SBC-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by SBC-13STATE no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by SBC-13STATE.

8.2.5.1.3 During SBC-13STATE delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by SBC-13STATE, Collocator and/or their SBC-13STATE Approved Tier 1 Vendor (s) may request SBC-13STATE to do work in parallel with SBC-13STATE throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Collocator cancels its collocation application after SBC-13STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SBC-13STATE has been paid the entire amounts due under this Appendix, then in addition to other remedies that SBC-13STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated

costs. Upon Collocator's request, SBC-13STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, SBC-13STATE will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of SBC-13STATE completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, SBC-13STATE and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Collocator as exceptions, which shall be mutually agreed to as exceptions by SBC-13STATE. These exceptions shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at SBC-13STATE's expense.

8.4.1.2 Upon completion of such corrections, SBC-13STATE will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space.

8.4.2 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SBC-13STATE's network or obtain access to SBC-13STATE UNEs within one hundred eighty (180) days after receipt of such notice, that SBC-13STATE has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that SBC-13STATE has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until SBC-13STATE allows the Collocator to interconnect. SBC-13STATE, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Collocator establishes to SBC's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that SBC holds unused space for future use Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used."

8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure.

The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of SBC-13STATE.

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

8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business day after SBC-13STATE provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with SBC-13STATE or obtain access to SBC-13STATE UNEs by that tenth (10th) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SBC-13STATE's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with SBC-13STATE's network or to obtain access to SBC-13STATE's UNEs, for the purpose of providing this service.

8.4.5 If the Collocator causes SBC-13STATE to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SBC-13STATE the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When SBC-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. SBC-13STATE will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SBC-13STATE will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of SBC-13STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in SBC-13STATE's reasonable discretion. In addition, a Collocator's presence in SBC-13STATE Central Offices or adjacent space collocation structures should not prevent SBC-13STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If SBC-13STATE determines that a Collocator must relocate due to any of the above reasons, SBC-13STATE will make all reasonable efforts to minimize disruption of the Collocator's services. In

addition, the costs of the move will be shared equally by SBC-13STATE and the Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, SBC-13STATE shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 SBC-13STATE shall maintain a publicly available document for viewing on the Internet at https://clec.sbc.com/clec indicating its Eligible Structures, if any, that have no space available for Physical Collocation. SBC-13STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 SBC-13STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. SBC-13STATE shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination.

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix SBC-13STATE shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that SBC-13STATE is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Collocator cancels or abandons its collocation space in any of SBC-13STATE's central offices before SBC-13STATE has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.

8.7 Dispute Resolution

8.7.1 Commencing Dispute Resolution

8.7.2 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Appendix 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:

8.7.2.1 Collocation Service Center and Collocation Account Manager;

8.7.2.2 Informal Dispute Resolution; and

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

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Collocator and SBC-13STATE, Collocator shall include in written notice referenced in Section 8.7.2 above the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the

controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.

8.8.2 Upon receipt by SBC-13STATE of written notice of a controversy from Collocator made in accordance with the requirements of Section 8.7.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.8.3 If the Parties are unable to resolve the controversy through the informal procedure described in Section 8.8.2 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix and not later than ninety (90) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix.

8.9 Billing

8.9.1 Billing shall occur once a month, with remittance in full of all bills rendered within thirty (30) calendar days of the bill date. SBC-13STATE may change its billing date practices upon thirty (30) day's notice to the Collocator.

8.9.2 Billing Dispute Resolution

8.9.2.1 In the event of a bona fide dispute between a Collocator and SBC-13STATE regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date, give written notice to SBC-13STATE of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 8.9.2, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 8.9.3 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

8.9.3 Third Party Escrow Agent

8.9.3.1 Collocator shall pay all undisputed amounts to SBC-13STATE when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

8.9.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and

8.9.3.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

8.9.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:

8.9.3.1.5 The escrow account is an interest bearing account;

8.9.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; 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; all interest earned on deposits to the escrow account shall be disbursed to Collocator and SBC-13STATE in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and SBC-13STATE (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 8.9.8 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 8.9.8 of this Appendix.

8.9.4 Disputed Amounts

8.9.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.9 of this Appendix.

8.9.5 Investigation Report

8.9.5.1 Upon receipt of the notice and both forms of proof required by Section 8.9.2 of this Appendix, SBC-13STATE shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 8.9.2 on or before the Bill Due Date, SBC-13STATE will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 8.9.2 of this Appendix, the Collocator must notify SBC-13STATE in writing within thirty (30) days following receipt of the results of SBC-13STATE's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 8.9.6 of this Appendix.

8.9.6 Informal Resolution of Billing Disputes

8.9.6.1 Upon receipt by SBC-13STATE of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 8.9.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.9.7 Formal Resolution of Billing Disputes

8.9.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 8.9.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 8.9.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix.

8.9.7.2 Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to mandatory arbitration in accordance with Section 8.9.8 of this Appendix, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed.

8.9.7.3 Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to elective arbitration pursuant to Section 8.9.8 if, and only if, both Parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

8.9.8 Arbitration

8.9.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Appendix 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 a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

8.9.8.2 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. Sections. 1-16, not state law, shall govern the arbitration 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 Appendix.

8.9.8.3 The times specified in this Section 8.9.8 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. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

8.9.9 Cooperation Between Parties

8.9.9.1 Immediately upon resolution of any billing dispute, SBC-13STATE and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

8.9.9.1.1 SBC-13STATE shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SBC-13STATE shall be disbursed to SBC-13STATE by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SBC-13STATE any difference between the amount of accrued interest SBC-13STATE received from the escrow disbursement and the amount of Late Payment Charges SBC-13STATE billed and is entitled to receive pursuant to Section 8.9 of this Appendix.

8.9.10 Failure to Make Payment

8.9.10.1 Failure by the Collocator to pay any charges determined to be owed to SBC-13STATE within the time specified in Section shall be grounds for immediate re-entry and termination of services provided under this Appendix.

8.10 Late Payment Charge

8.10.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SBC-13STATE as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall accrue interest from the Bill Due Date until paid 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 State Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and is available.

8.11 Allowances for Interruptions

8.11.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to SBC-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of SBC-13STATE.

8.11.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

8.11.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

8.11.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Collocator or the Collocator's third Party vendor.

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). SBC-13STATE will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SBC-13STATE that use of such cable will not impair SBC-13STATE's ability to service its own customers or subsequent Collocators.

9.1.2 SBC-13STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for SBC-13STATE cable. SBC-13STATE will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where SBC-13STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, SBC-13STATE shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SBC-13STATE performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SBC-13STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both SBC-13STATE and the Collocator(s).

9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SBC-13STATE, and leaving sufficient length of the cable in the manhole for SBC-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify SBC-13STATE no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

9.2.1 The demarcation point is the end of the SBC 13-STATE provided interconnection cable at the Collocation arrangement. (CDOW- SBC owned frame location as assigned to the Collocator.)

10. USE OF DEDICATED SPACE

10.1 Nature of Use – Collocatable Equipment

10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to SBC-13STATE under 47.U.S.C. § 251(C) (2) or accessing SBC-13STATE's UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to SBC-13STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to SBC-13STATE's UNEs "for the provision of a telecommunications service."

10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining interconnection with SBC-13STATE at a level equal in quality to that which SBC-13STATE obtains within its own network or SBC-13STATE provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the Collocator

seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Collocator seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of SBC-13STATE's property.

10.1.4 SBC-13STATE voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if SBC-13STATE and Collocator mutually agree to such placement, in SBC-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

10.1.5 SBC-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SBC-13STATE will provide the necessary backup power to ensure against power outages.

10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on SBC-13STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of SBC-13STATE, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Collocator shall furnish SBC-13STATE a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by SBC-13STATE and written approval or denial of the equipment will be forwarded to the Collocator.

10.2.3 Limitations

10.2.3.1 SBC-13STATE's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator, is limited to the extent that SBC-13STATE would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or

affiliate, or for any other Party to which it provides interconnection. SBC-13STATE will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SBC-13STATE, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide SBC-13STATE with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

10.3.2 SBC-13STATE will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SBC-13STATE will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SBC-13STATE's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).

10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SBC-13STATE, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

10.3.4 SBC-13STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SBC-13STATE and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SBC-13STATE's personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SBC-13STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated

Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SBC-13STATE. SBC-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SBC-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SBC-13STATE provided construction shall be paid by the Collocator in accordance with SBC-13STATE's custom work order process.

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The SBC 13-STATE will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available SBC-13STATE will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SBC-13STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SBC-13STATE.

11.2 A Collocator may request that SBC-13STATE provide Shared Caged Collocation via:

(i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation") or

(ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").

11.2.1 Should two (2) or more Collocators have interconnection agreements with SBC-13STATE use a shared collocation cage, SBC-13STATE will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.

11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of SBC-13STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SBC-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

11.2.3 In each Shared Caged Collocation arrangement, SBC-13STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".

11.2.4 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.

11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from SBC-13STATE in a single application. SBC-13STATE will prorate the Preparation Charges incurred by SBC-13STATE to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). SBC-13STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an SBC-13STATE Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and SBC-13STATE shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, SBC-13STATE shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates SBC-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

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

11.5 Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with SBC-13STATE or for access to SBC-13STATE's Unbundled Network Elements. SBC-13STATE shall provide Collocator access to SBC-13STATE's Unbundled Network Elements and permit Collocator to interconnect its network

with SBC-13STATE from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and SBC-13STATE shall have no obligation to provide Collocator's Resident Collocators access to SBC-13STATE's Unbundled Network Elements or SBC-13STATE's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with SBC-13STATE.

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

11.7 Interconnection to Others

11.7.1 Within a contiguous area within the eligible structure, the SBC-13STATE will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that SBC-13STATE imposes on its own equipment. SBC-13STATE shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from SBC-13STATE. If requested by the Collocator, SBC-13STATE will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), SBC-13STATE will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. SBC-13STATE (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then SBC-13STATE will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that SBC-13STATE imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At SBC-13STATE's option, the connection may be made either by SBC-13STATE or by the Collocators' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

12.1 Minimum Standards

12.1.1 All types of network equipment placed in SBC-13STATE network equipment areas of Eligible Structures by SBC-13STATE or Collocator must meet SBC-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including SBC-13STATE and its contractors when engineering and installing equipment.

12.1.2 In the event that SBC-13STATE denied Collocation of Collocator's equipment, citing safety standards, SBC-13STATE will provide within five (5) business days of Collocator's written request to SBC-13STATE representative(s), a list of SBC-13STATE equipment which SBC-13STATE locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such SBC-13STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied.

12.1.3 In the event SBC-13STATE believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, SBC-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.

12.2 Compliance Certification

12.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of SBC-13STATE's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies SBC-13STATE might have.

13.2 SBC-13STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.

13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the

correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

14.1.1 SBC-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable SBC-13STATE tariffs.

14.2 Maintenance

14.2.1 SBC-13STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

14.3 Equipment Staging and Storage

14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via https://clec.sbc.com/clec.)

14.4 Legal Requirements

14.4.1 Except for Section 17, SBC-13STATE agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. SBC-13STATE's RIGHT OF ACCESS

15.1 SBC-13STATE, its agents, employees, and other SBC-13STATE-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SBC-13STATE hereunder, and for any other purpose deemed reasonable by SBC-13STATE. SBC-13STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of SBC-13STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, SBC-13STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.

16.2 SBC-13STATE will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using

the same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.

16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SBC-13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SBC-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

17.1 Monthly Charges

17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.

17.2 Non-recurring Charges

17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SBC-13STATE fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator when the Dedicated Space is complete and prior to occupancy.

17.3 Application of Rates and Charges

17.3.1 Beginning on and after the Effective Date of this Agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this Agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date of this Agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17.4 Determination of Charges Not Established in Collocation Rate Summary

17.4.1 Rate Elements - In the event that SBC-13STATE seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, SBC-13STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

17.4.2 In the event the Collocator disputes the rate element or charge proposed by SBC-13STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify SBC-13STATE of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by SBC-13STATE or other Collocators. SBC-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an

agreement between the Collocator and SBC-13STATE is not reached regarding the Custom Work Charge, SBC-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SBC-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, SBC-13STATE shall file the appropriate interconnection agreement amendment. However, SBC-13STATE shall not delay completion of such work during the agreement approval process. SBC-13STATE shall perform such work based upon provisional rates, subject to true up.

17.6 Extraordinary Charges – Collocator will be responsible for all extraordinary construction costs, incurred by SBC-13-STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).

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17.6.1 SBC-13STATE will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

17.6.2 SBC-13STATE will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.

17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to SBC-13STATE commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.

17.6.4 SBC-13STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.

17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.

18. RATE REGULATIONS (SBC-13STATE DOES ALL WORK)

18.1 The Collocator may elect to have SBC-13STATE provision the collocation site or the Collocator may elect to hire an SBC-13STATE Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).

18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

18.2.1 Planning Fees

18.2.1.1 The Planning Fee, as specified in SBC-13STATE's Interconnector's Collocation Services Handbook for Physical Collocation in SBC-13STATE, recovers SBC-13STATE's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for

Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires SBC-13STATE to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, SBC-13STATE shall bill the original Collocator for space. However, SBC-13STATE shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with SBC-13STATE for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by SBC-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 SBC-13STATE will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in SBC-13STATE premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, SBC-13STATE shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with SBC-13STATE for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

18.2.3.1.4 If the Collocator elects to install, or requests that SBC-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC-13STATE within SBC-13STATE:

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by SBC-13STATE to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating SBC-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set

- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by SBC-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.2.2 SBC-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in SBC-13STATE premises will be responsible only for it's pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for SBC-13STATE within SBC-13STATE:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials

- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by SBC-13STATE to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SBC-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and SBC will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but SBC shall only bill Collocator the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and SBC 13-STATE will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but SBC 13-STATE shall only bill Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by SBC-13STATE technical support. This rate element may be provided by SBC-13STATE.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. SBC-13STATE will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier online website https://clec.sbc.com/clec. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and SBC-13STATE will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for the Collocator-provided facility between SBC-13STATE designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by SBC-13STATE in pulling the Collocator's cable facilities from SBC-13STATE designated manhole, through SBC-13STATE cable vault and through SBC-13STATE cable support structure to the Collocator's equipment.

18.3.9 SBC-13STATE to Collocation Interconnection Arrangement Options

18.3.9.1 Collocator will select one or more of the interconnection arrangements listed below.

18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.1.1 This sub-element is an SBC-13STATE-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and SBC-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to SBC-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and SBC-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.2.1 This sub-element is an SBC-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and SBC-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to SBC-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and SBC-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an SBC-13STATE-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and SBC-13STATE network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to SBC-13STATE Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to SBC-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to SBC-13STATE Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An SBC-13STATE provided single signal from SBC-13STATE timing source to provide synchronization between a Collocator's single Network Element and SBC-13STATE's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by SBC-13STATE to the Collocator's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that SBC-13STATE is undertaking to make additional space available for collocation.

18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with SBC-13STATE to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit SBC-13STATE's Eligible Structures, the Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of SBC-13STATE site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, SBC-13STATE will provide an employee of SBC-13STATE to conduct the pre-visit, unless a different number of SBC-13STATE employees are mutually agreed upon. The Collocator will be billed for the time of the assigned SBC-13STATE employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time SBC-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Collocator will be charged for the time SBC-13STATE employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time SBC-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside SBC-13STATE Eligible Structure, SBC-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have SBC-13STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and SBC-13STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside SBC-13STATE Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, SBC-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and SBC-13STATE on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC-13STATE designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for SBC-13STATE to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for SBC-13STATE to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for SBC-13STATE to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction

19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

(A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using an SBC 13-STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.
(B) Remove Collocator's equipment from the Physical Collocation space, using an SBC 13-STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
(C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the SBC 13-STATE rack level. Collocator must use an SBC 13-STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
(D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an SBC 13-STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
(E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an SBC-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the SBC 13-STATE will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the SBC 13-STATE may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by SBC-13STATE, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold SBC-13STATE harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's SBC-13STATE Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the SBC 13-STATE confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of SBC-13STATE. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.

19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the SBC-13STATE turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The SBC-13STATE's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the SBC-13STATE makes available the Physical Collocation Arrangement to the Collocator Assignee.

19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

19.3.4 Collocator Assignee will defend and indemnify the SBC-13STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-SBC-13STATE equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the SBC-13STATE harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non- SBC-13STATE equipment and other items.

19.3.6 SBC-13STATE will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before SBC-13STATE begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the SBC 13-STATE shall finish the work to convert the space within thirty (30) calendar days. SBC-13STATE and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.

19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that SBC-13STATE will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

19.4 Power Reduction

19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the SBC 13-STATE power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an SBC 13-STATE BDFB or a SBC 13-STATE Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the SBC-13STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an SBC-13STATE Approved Tier 1 Vendor to coordinate fuse changes at the SBC-13STATE BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the SBC-13STATE Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the SBC-13STATE shall coordinate the fuse changes at the SBC-13STATE Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the SBC-13STATE's BDFB or Power Plant, the SBC-13STATE Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the SBC-13STATE rack level. Collocator must use a SBC-13STATE Approved Tier 1 Installation/ Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Section 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.

19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The SBC-13STATE will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to SBC-13STATE rack level. Collocator must use an SBC-13STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

A. Application Fee – The charge assessed by the SBC-13STATE to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Complete Space Discontinuance – Reflects the SBC-13STATE's labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the SBC-13STATE engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

C. Remove Fiber Jumpers – Remove four fiber jumpers from the fiber protection system raceway.

D. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

E. Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

F. Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

G. Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf,

8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

H. Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

I. Remove Power Cable – Distribution from the SBC-13STATE BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

J. Remove Power Cable – Distribution from the SBC-13STATE Power Board (100 amp A feed and 100 amp B feed & above) – Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

K. Remove Cage Grounding Material – Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

L. Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.

M. Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

N. Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

Note 1 for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

19.7 Rate Element Descriptions for Space Reassignment

A. Application Fee – The charge assessed by SBC-13STATE to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator." The charge reflects the SBC-13STATE's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.

C. Restencil DS0/DSL Block – The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.

D. Restencil DS1 Block– The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.

E. Restencil DS3 Block – The charge to remove/change stenciling on DSX3 panel per DS3.

F. Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.

G. Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.

H. Restencil Power – The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.

I. Restencil Timing – The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.

J. Timing Record Book Update – The charge to update timing records when changes/removals occur.

K. Interconnection Records Update – The charge to update interconnection records when changes/removals occur.

L. Power Records Update – The charge to update power records when changes/removals occur.

M. Vendor Engineering – The labor costs for SBC-13STATE Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

A. Application Fee – The charge assessed by the SBC-13STATE to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Power Reduction (cable removal) - Reflects SBC-13STATE's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.

C. Remove Power Cable – Distribution from SBC-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

D. Remove Power Cable – Distribution from SBC-13STATE Power Board (100 amp A feed and 100 amp B feed and above) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

A. Application Fee – The charge assessed by SBC-13STATE to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Power Re-Fusing Only at SBC-13STATE BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects SBC-13STATE's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at SBC-13STATE BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at SBC-13STATE BDFB.

C. Project Management Fee – Power Re-Fusing Only at SBC-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the SBC-13STATE's labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at SBC-13STATE Power Board. This fee is applicable when SBC-13STATE is coordinating the fuse reduction at SBC-13STATE Power Board.

D. Power Fuse Reductions on SBC-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – The charge for SBC-13STATE to tag cables and update Central Office power records associated with the fuse change on the SBC-13STATE BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.

E. Power Fuse Reductions on SBC-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for SBC-13STATE to change the fuse at SBC-13STATE power board, tag cables and update Central Office power records associated with fuse change on SBC-13STATE Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

A. Application Fee – The charge assessed by SBC-13STATE to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Interconnection Termination Reduction – The charge reflects SBC-13STATE's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.

C. Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the SBC-13STATE Main Distribution Frame to the Physical Collocation Arrangement.

D. Remove DS1 Cable – Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

E. Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

F. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

G. Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – SBC 13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

21 CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire SBC-13STATE to provision the collocation site per previous Sections.

21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an SBC-13STATE Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.

21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and SBC-13STATE Main Distribution Frame or its equivalent by SBC-

13STATE Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, SBC-13STATE will install and stencil termination blocks or panels at SBC-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's SBC-13STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300 for installation of equipment and facilities;

21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and SBC-13STATE's Battery Distribution Fuse Bay (BDFB) by using an SBC-13STATE Approved Tier 1 Installation Vendor. When SBC-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's SBC-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact SBC-13STATE Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC-13STATE Power Plant Primary Distribution, which will be performed by SBC-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's SBC-13STATE Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.

21.5 Interval (Collocator Installs Interconnection and Power Cabling)

21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. SBC-13STATE will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If SBC-13STATE determines that Collocator's Physical Collocation Application is unacceptable, SBC-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which SBC-13STATE shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date SBC-13STATE receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide SBC-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as SBC-13STATE has received such response and payment. If the Collocator has not provided SBC-13STATE such response and payment by the twelfth (12) calendar day after the date SBC-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated Space is

not reserved until SBC-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by SBC-13STATE taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Collocator by SBC-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by SBC-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

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

21.5.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by SBC-13STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

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

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

21.5.5 For the following Augments, the Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

- 168 DS1 connections and/or
- 48 DS3 connections and/or

- 400 Copper shielded cable pair connections
- 12 fiber pair connections

21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by SBC-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by SBC-13STATE.

21.5.5.2 The delivery interval for the above Augments is determined by SBC-13STATE taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to the Collocator by SBC-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by SBC-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

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

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

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

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

21.5.6 For all Augments other than provided above, SBC-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from SBC-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate

departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for SBC-13STATE Central Offices

21.6.1 Caged Collocation

21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Collocator selects the option to provide and install its power cable by a SBC-13STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to SBC-13STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but SBC-13STATE Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers SBC-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SBC-13STATE, and leaving sufficient length of the cable in the manhole for SBC-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an SBC-13STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

APPENDIX
VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to SBC-13STATE's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any SBC-13STATE tariff, and agree not to so purchase or attempt to so purchase from any SBC-13STATE tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to enforce the foregoing (including if SBC-13STATE fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC-13STATE may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, SBC-13STATE may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

1.3 Upon request from a Collocator, SBC-13STATE will provide one of the following maintenance alternates for its Virtual Collocation offering:

1.3.1 In all of SBC-13STATE's premises, SBC-13STATE will offer Virtual Collocation wherein SBC-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.

1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. SBC-13STATE may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17 , this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that SBC-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17is null and void and all Virtual Collocation will be maintained as described in Section 1 above.

1.4 Virtual Collocation in the Central Office is available for interconnection with SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access as well as SBC-13STATE provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with SBC-13STATE provided UNEs.

1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with SBC-13STATE.

1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC-13STATE within SBC-13STATE's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC-13STATE within SBC-13STATE's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for SBC-13STATE CEVs, huts and cabinets).

1.7 Virtual Collocation provides for Interconnection to SBC-13STATE for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with SBC-13STATE provided Lawful UNEs when the Equipment is Provided by the Collocator.

1.8 Virtual Collocation provides for interconnection between SBC-13STATE and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in SBC-13STATE Central Offices and for interconnection with SBC-13STATE provided Lawful UNEs in SBC-13STATE Central Offices and CEVs, huts and cabinets.

1.9 Virtual Collocation is available at SBC-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in SBC-13STATE CEVs, huts and cabinets. Upon request, SBC-13STATE will provide a listing of locations of SBC-13STATE's CEVs, huts or Cabinets.

1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and SBC-13STATE. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:

1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in SBC-13STATE's Technical Publication https://clec.sbc.com/clec/.

1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to SBC-13STATE under 47.U.S.C. § 251(c)(2) or accessing SBC-13STATE's Lawful UNEs under 47.U.S.C. § 251(c)(3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to SBC-13STATE's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to SBC-13STATE's Lawful UNEs "for the provision of a telecommunications service."

1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. SBC-13STATE is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

1.10.4 In addition, SBC-13STATE voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger

Closing Date that are located at the Collocator premises shall be considered network terminating equipment."

1.10.5 SBC-13STATE does not allow collocation of other Multifunctional Equipment, except that SBC-13STATE will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with SBC-13STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to SBC-13STATE's Lawful UNEs for the provision of a telecommunications service. SBC-13STATE voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if SBC-13STATE and Collocator mutually agree to such collocation.

1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. SBC-13STATE will not allow collocation of stand-alone switching equipment or any enhanced services equipment.

1.10.7 SBC-13STATE voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if SBC-13STATE and Collocator mutually agree to such placement, in SBC-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), SBC-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an SBC-13STATE Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in SBC-13STATE or (2) requested by Collocator and accepted by SBC-13STATE on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). SBC-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

1.10.9 All types of network equipment placed in SBC-13STATE network equipment areas of Eligible Structures by SBC-13STATE or Collocator must meet SBC-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including SBC-13STATE and its contractors when engineering and installing equipment.

1.10.10 In the event that SBC-13STATE denied Collocation of Collocator's equipment, citing Safety Standards, SBC-13STATE will provide within five (5) business days of Collocator's written request to SBC-13STATE representative(s), a list of SBC-13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such SBC-13STATE equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.

1.10.11 In the event SBC-13STATE believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, SBC-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.

1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If SBC-13STATE chooses to have its personnel present when the CLEC equipment is installed, then SBC-13STATE's presence will be at its own expense. However, if SBC-13STATE demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by SBC-13STATE.

1.12 Federal Telecommunications Act of 1996 (the "Act")

1.12.1 SBC-13STATE provides Virtual Collocation for interconnection to SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to SBC-13STATE's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).

1.12.2 The use of Virtual Collocation for (1) interconnection to SBC-13STATE or (2) access to SBC-13STATE's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at SBC-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in SBC-13STATE CEVs, huts and cabinets.

1.12.3 In addition, the following terms and conditions contained in the SBC-13STATE's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1-Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section 9.7-Alterations, Section 11-Re-entry.

2. DEFINITIONS

2.1 Act - "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.

2.2 Active Collocation Space – Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.

2.3 Adjacent Off-site Arrangement – Where Physical Collocation space within SBC-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SBC-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Central Office or Eligible Structure.

2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SBC-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Central Office or Eligible Structure.

2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SBC-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SBC-13STATE's facilities. SBC-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

2.3.3 In the event that interior space in an Eligible Structure becomes available, SBC-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

2.4 Adjacent Structure - A Collocator-provided structure placed on SBC-13STATE property (Adjacent On-site) or non-Company property (Adjacent Off-site) 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. SBC-13STATE and telecommunications carrier will mutually agree on the location

of the designated space on SBC-13STATE premises where the adjacent structure will be placed. SBC-13STATE will not unreasonably withhold agreement as to the site desired by Collocator.

2.5 Augment - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.

2.6 Custom Work Charge – Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by SBC-13STATE or other collocators. SBC-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and SBC-13STATE is not reached regarding the Custom Work Charge, SBC-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SBC-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, SBC-13STATE shall file the appropriate interconnection agreement amendment. However, SBC-13STATE shall not delay completion of such work during the agreement approval process. SBC-13STATE shall perform such work based upon provisional rates, subject to true up.

2.7 Day – For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.

2.8 Dedicated Space - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in SBC-13STATE Eligible Structure.

2.9 Eligible Structure - Eligible Structure refers to SBC-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC-13STATE that house its network facilities, and all structures that house SBC-13STATE's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

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

2.11 Legitimately Exhausted – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before SBC-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, SBC-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, SBC-13STATE may reserve space for transport equipment for current year plus two years. Additionally, SBC-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC-13STATE or for future use by SBC-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SBC-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect

System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.

2.12 Other (Inactive) Collocation Space - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.

2.13 Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

2.14 Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

2.15 Telecommunications Infrastructure Space – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of SBC-13STATE's network.

3. PROVISIONING

3.1 Virtual Collocation for Interconnection to SBC-13STATE or access to SBC-13STATE provided Lawful UNEs is ordered as set forth in SBC-13STATE's Interconnector's Collocation Services Handbook at https://clec.sbc.com/clec/ for Virtual Collocation in 13-STATES. SBC-13STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.

3.2 SBC-13STATE will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to SBC-13STATE's Lawful UNEs. The Collocator will, at its expense, provide the following:

4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),

4.1.2 All unique tools and test equipment,

4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,

4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,

4.1.5 All training as described in Section 12.4.16.

4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on SBC-13STATE property. Suitable replacements are to be immediately provided to SBC-13STATE to restore equipment.

4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to SBC-13STATE Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

5.1 SBC-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

5.1.1 Placement of Collocator's fiber into the Central Office vault,

5.1.2 Location and completion of all splicing,

5.1.3 Completion of installation of equipment and facilities,

5.1.4 Removal of above facilities and equipment,

5.1.5 To the extent known, the Collocator can provide forecasted information to SBC-13STATE on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, the Collocator is encouraged to provide SBC-13STATE with a listing of the equipment types that they plan to virtually collocate in SBC-13STATE's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that SBC-13STATE personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, SBC-13STATE will begin development of the quotation. SBC-13STATE will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.

6.1.2 In responding to an application request, SBC-13STATE shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.

6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

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

6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with SBC-13STATE at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.

6.1.6 Once SBC-13STATE has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.

6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SBC-13STATE will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.

6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.

6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar days	With SBC-13STATE installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), SBC-13STATE shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.

6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, SBC-13STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SBC-13STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where SBC-13STATE will be installing all or some of the bays. SBC-13STATE considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.

6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.

6.3 Installation of Virtual Collocation Equipment

6.3.1 SBC-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

6.3.2 SBC-13STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

6.3.4 The Collocator and SBC-13STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, SBC-13STATE will cooperatively test the collocated equipment and facilities with the Collocator.

6.3.5 SBC-13STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by SBC-13STATE to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to SBC-13STATE Collocation Service Center (CSC) indicating in Section 3 of the

application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 SBC-13STATE will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

7.1 The Collocator will arrange to deliver to SBC-13STATE Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

7.3 SBC-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, SBC-13STATE may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to SBC-13STATE Central Offices and SBC-13STATE CEVs, huts and cabinets and are applicable for all repairs performed by SBC-13STATE on the Collocator's facilities and equipment.

8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide SBC-13STATE with the location and identification of the equipment and a detailed description of the trouble.

8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC-13STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

9.1 The Collocator will request any and all maintenance by SBC-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide SBC-13STATE with the location and identification of the equipment and a detailed description of the maintenance requested.

9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SBC-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator's equipment and facilities from SBC-13STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. SBC-13STATE is not responsible for and

will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. SBC-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC-13STATE or its contractors during the removal process. However, Collocator will indemnify and hold SBC-13STATE harmless for any damage done to virtually collocated equipment if SBC-13STATE permits the Collocator to hire a contractor approved by SBC-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, SBC-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (SBC-13STATE DOES ALL WORK)

12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SBC-13STATE under section 251(c)(2) and for access to SBC-13STATE provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.

12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.

12.3 Rates and charges specific to Virtual Collocation for interconnection with SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to SBC-13STATE provided Lawful UNEs under 251(c)(3) in SBC-13STATE's Central Offices are set forth on Atttachment 2 (Rates and Charges for SBC-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to SBC-13STATE provided Lawful UNEs in SBC-13STATE CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for SBC-13STATE CEVs, huts and cabinets).

12.4 Rate Elements for SBC-13STATE Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to SBC-13STATE's provided Lawful UNEs to be used in conjunction with Virtual Collocation in SBC-13STATE's Central Offices.

12.4.1 Planning Fee

12.4.1.1 The Planning Fee recovers SBC-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for SBC-13STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional

interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in SBC-13STATE's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by SBC-13STATE expressed as a monthly rate. SBC-13STATE's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by SBC-13STATE and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for SBC-13STATE to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits SBC-13STATE to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits SBC-13STATE to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for SBC-13STATE pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, SBC-13STATE will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs),but SBC shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between SBC-13STATE's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC-13STATE's Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC-13STATE's Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between SBC-13STATE's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 SBC-13STATE provided single signal from SBC-13STATE's timing source to provide synchronization between a Collocator's single network element and SBC-13STATE's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 SBC-13STATE is responsible for determining when training is necessary and how many of SBC-13STATE's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. SBC-13STATE will be limited to request training for four (4) of SBC-13STATE's personnel per location, unless a different number is mutually agreed upon by SBC-13STATE and Collocator.

12.4.16.2 The Collocator may have SBC-13STATE arrange for the required training of SBC-13STATE's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If SBC-13STATE chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for SBC-13STATE employee training.

12.4.16.3.3 arrange and pay all costs associated with SBC-13STATE employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for SBC-13STATE employee training.

12.4.16.4 SBC-13STATE will work cooperatively with the Collocator to schedule SBC-13STATE's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for SBC-13STATE's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by SBC-13STATE to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by SBC-13STATE to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays.

Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by SBC-13STATE to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by SBC-13STATE to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for SBC-13STATE's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to SBC-13STATE's provided Lawful UNEs in SBC-13STATE's CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC-13STATE CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for SBC-13STATE personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, SBC-13STATE shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to SBC-13STATE and other Collocators.

13.3 After Collocator has been provided with written notification by SBC-13STATE that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, SBC-13STATE shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, SBC-13STATE shall not prevent the Collocator from entering the Eligible Structure. If SBC-13STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, SBC-13STATE shall deliver the requested documents to Collocator immediately upon locating same.

13.4 SBC-13STATE will provide a security escort with the Collocator paying the expense for the escort. SBC-13STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that SBC-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by SBC-13STATE as described in Section 1.3 of this Appendix.

13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide SBC-13STATE with reasonable notice of the entry. Notice will be provided to SBC-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to SBC-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SBC-13STATE or other Collocators in jeopardy.

13.7 SBC-13STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

13.8 SBC-13STATE shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC-13STATE's equipment suppliers with equivalent access.

13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Indemnification of SBC-13STATE

14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between SBC-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between SBC-13STATE and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

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

14.1.3 SBC-13STATE shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

14.2 Insurance

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC-13STATE and Employers Liability insurance with minimum limits of $100,000 for Bodily Injury-

each accident, $500,000 for Bodily Injury by disease-policy limits and $100,000 for Bodily Injury by disease-each employee.

14.2.2 Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $2,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations.

14.2.2.1 Fire Legal Liability sub-limits of $300,000 are required for lease agreements. SBC-13STATE will be named as an Additional Insured on the Commercial General Liability policy.

14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.

14.2.4 Collocator releases SBC-13STATE from and waives any and all right of recovery, claim, action or cause of action against SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk 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 Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any rights of Collocator against SBC-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

14.2.5 SBC-13STATE requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

14.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SBC-13STATE as well. If a certificate is not received, SBC-13STATE will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.

14.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes SBC-13STATE, and SBC-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC-13STATE will invoice Collocator for the costs incurred to so acquire insurance.

14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:

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

14.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

14.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.

14.3 Conduct While in SBC-13STATE Eligible Structures

14.3.1 Collocator and SBC-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of SBC-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator 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 Collocator 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 property of SBC-13STATE:

14.3.1.1 Theft or destruction of SBC-13STATE's or Collocator's property;

14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC-13STATE's property;

14.3.1.3 Threats or violent acts against other persons on SBC-13STATE's property;

14.3.1.4 Knowing violations of any local, state or federal law on SBC-13STATE's property;

14.3.1.5 Permitting unauthorized persons access to SBC-13STATE or Collocator's equipment on SBC-13STATE's property; and

14.3.1.6 Carrying a weapon on SBC-13STATE's property.

14.3.2 In addition, Collocator and SBC-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by SBC-13STATE or the Collocator of SBC-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in SBC-13STATE's Interconnector's Collocation Services Handbook at https://clec.sbc.com/clec for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

14.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC-13STATE security standards. Collocator 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 Collocator to receive security training from SBC-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in SBC-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in SBC-13STATE.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC-13STATE's security standards. Collocator 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 Collocator to receive security training from SBC-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details

shall be included in SBC-13STATE's Interconnector's Collocation Services Handbook at https://clec.sbc.com/clec/ for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for SBC-13STATE's Offices

16.1.1 This security escort charge consists of the charges for SBC-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for SBC-13STATE's CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for SBC-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective Date of this Agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this Agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date of this Agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an SBC-13STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and SBC-13STATE Main Distribution Frame (MDF) or its equivalent by SBC-13STATE Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator

must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, SBC-13STATE will install and stencil termination blocks or panels at SBC-13STATE Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's SBC-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's SBC-13STATE Approved Vendor must obtain an approved Method Procedure (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and SBC-13STATE's Battery Distribution Fuse Bay (BDFB) by SBC-13STATE Approved Power Installation Vendor. When SBC-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's SBC-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact SBC-13STATE project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC-13STATE Power Plant Primary Distribution, which will be performed by SBC-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when CLEC hires SBC-13STATE Approved Vendor Installs Interconnection and Power Cabling.

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

a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

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

Table 1

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Virtual Collocation Space Use	Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

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

17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals

assigned by SBC-13STATE will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

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

17.3.2 Payment

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

17.3.3 Cable Augments

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

17.3.3.1.1 168 DS1 connections and/or

17.3.3.1.2 48 DS3 connections and/or

17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or

17.3.3.1.4 12 fiber pair connections

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

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

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

17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery

intervals set forth in Table (2) above. All cabling Augment applications received by SBC-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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

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

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, SBC-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from SBC-13STATE's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for SBC-13STATE Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by SBC-13STATE Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC-13STATE approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply.

This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7 Fiber Interconnection Cable Arrangement

17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC-13STATE approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8 Collocation to Collocation Connection

17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

17.4.8.1.1 Fiber Cable (12 Fiber Pair)

17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.2.1 Copper Cable

17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.3.1 Coax Cable

17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC-13STATE approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.4.1 Cable Racking and Hole

17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This

sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
2	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
3	**REAL ESTATE**				
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28
5	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97	
7	**COMMON SYSTEMS**				
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86
9	**PLANNING**				
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
11	Planning	Per Request	**NRFCD**		$5,244.43
12	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
13	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
14	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
15	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
16	**POWER PROVISIONING**				
17	**Power Panel:**				
18	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
19	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
20	**Power Cable and Infrastructure:**				
21	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
22	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.25	$48.23
23	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
24	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.25	$48.23
25	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.25	$48.23
26	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
27	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
28	**Equipment Grounding:**				
29	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92
30	**DC POWER AMPERAGE CHARGE**				
31	HVAC	Per 10 Amps	**S8GCS**	$14.62	
32	Per Amp	Per Amp	**S8GCR**	$10.61	
33	**FIBER CABLE PLACEMENT**				
34	**Central Office:**				
35	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
36	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
37	**MISCELLANEOUS & OPTIONAL COST:**				
38	**MISCELLANEOUS COSTS**				
39	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
40	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82
41	Space Availability Report	Per Premise	**NRFCQ**		$168.04
42	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
43	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
44	**CAGE COMMON COSTS**				
45	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	**NRL6O**		$5.29
46	**INTERCONNECTION COSTS:**				
47	**ILEC TO CLEC CONNECTION**				
48	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02
49	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02
50	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79
51	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89
52	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40
53	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67
54	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.76	$495.49
55	**CLEC TO CLEC CONNECTION**				
56	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
57	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
58	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
59	Route Design		**NRFCX**		$424.88
60	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18	
61	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12	
62	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31	
63	**TIME SENSITIVE ACTIVITIES**				
64	**PRE-VISITS**				
65	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
66	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
67	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
68	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
69	**CONSTRUCTION VISITS**				
70	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
71	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
72					
73	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
74	**REAL ESTATE**				
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8GCE**		$9.28
76	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8GCF**		$19.56
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8GCD**	$5.97	
78	**COMMON SYSTEMS**				
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8GCG**	$0.44	$59.86
80	**PLANNING**				
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
82	Planning	Per Request	**NRFCD**		$5,244.43
83	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
84	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
85	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
86	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
87	**POWER PROVISIONING**				
88	**Power Panel:**				
89	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
90	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
91	**Power Cable and Infrastructure:**				
92	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**Under Development**	$5.83	$1,378.83
93	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84
94	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**Under Development**	$8.35	$1,700.70
95	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**Under Development**	$8.96	$1,830.56
96	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCV**	$9.57	$1,954.85
97	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCW**	$11.39	$2,344.44
98	**Equipment Grounding:**				
99	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8GDA**	$0.03	$0.92
100	**DC POWER AMPERAGE CHARGE**				
101	HVAC	Per 10 Amps	**S8GCS**	$14.62	
102	Per Amp	Per Amp	**S8GCR**	$10.61	
103	**FIBER CABLE PLACEMENT**				
104	**Central Office:**				
105	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
106	Entrance Conduit to Vault	Per Fiber Cable Sheath	**S8GDD**	$8.76	
107	**MISCELLANEOUS & OPTIONAL COST:**				
108	**MISCELLANEOUS COSTS**				
109	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
110	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82
111	Space Availability Report	Per Premise	**NRFCQ**		$168.04
112	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
113	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
114	**CAGE COMMON COSTS**				
115	Cage Preparation	Per Sq. Ft. of space used by CLEC	**S8GCH**	$0.27	$19.70
116	**INTERCONNECTION COSTS:**				
117	**ILEC TO CLEC CONNECTION**				
118	Voice Grade Arrangement	100 Copper Pairs	**S8GD4**	$4.92	$1,027.16
119	Voice Grade Arrangement	100 Shielded Pairs	**S8GD5**	$4.92	$1,027.16
120	DS1 Arrangement - DCS	28 DS1	**S8GDK**	$297.44	$3,613.06
121	DS1 Arrangement - DSX	28 DS1	**S8GDP**	$9.79	$1,346.48
122	DS3 Arrangement - DCS	1 DS3	**S8GDV**	$115.58	$2,181.58
123	DS3 Arrangement - DSX	1 DS3	**S8GDZ**	$7.14	$603.89
124	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	**S8GED**	$6.55	$1,779.78
125	**CLEC TO CLEC CONNECTION**				
126	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
127	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
128	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
129	Route Design		**NRFCX**		$424.88
130	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
131	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
132	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
133	**TIME SENSITIVE ACTIVITIES**				
134	**PRE-VISITS**				
135	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
136	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
137	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
138	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
139	**CONSTRUCTION VISITS**				
140	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
141	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
142					

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
143	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
144	**REAL ESTATE**				
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21	
148	**COMMON SYSTEMS**				
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45
150	**PLANNING**				
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
152	Planning	Per Request	**NRFCJ**		$4,601.93
153	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
154	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
155	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
156	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
157	**POWER PROVISIONING**				
158	**Power Panel:**				
159	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
160	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
161	**Power Cable and Infrastructure:**				
162	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
163	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.25	$48.23
164	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
165	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.25	$48.23
166	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.25	$48.23
167	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
168	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
169	**Equipment Grounding:**				
170	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
171	**DC POWER AMPERAGE CHARGE**				
172	HVAC	Per 10 Amps	**S8GCS**	$14.62	
173	Per Amp	Per Amp	**S8GCR**	$10.61	
174	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
175	**FIBER CABLE PLACEMENT**				
176	**Central Office:**				
177	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
178	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
179	**CEV, HUT & Cabinets:**				
180	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
181	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
182	**MISCELLANEOUS & OPTIONAL COST:**				
183	**MISCELLANEOUS COSTS**				
184	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
185	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82
186	Space Availability Report	Per Premise	**NRFCQ**		$168.04
187	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
188	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
189	**CAGELESS / POT BAY OPTIONS**				
190	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
191	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**		
192	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**		
193	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**		
194	DDP-1 Panel	Each (CLEC Provided)	**NONE**		
195	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**		
196	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**		
197	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**		
198	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**		
199	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**		
200	**CEV, HUT, CABINET**				
201	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
202	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
203	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
204	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
205	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
206	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
207	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
208	**INTERCONNECTION COSTS:**				
209	**ILEC TO CLEC CONNECTION**				
210	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
211	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
212	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
213	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
214	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
215	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
216	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
217	**CLEC TO CLEC CONNECTION**				
218	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
219	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
220	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
221	Route Design		**NRFCX**		$424.88
222	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFL**	$0.18	$0.00
223	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFM**	$0.12	$0.00
224	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFN**	$0.31	$0.00
225	**PROJECT MANAGEMENT**				
226	**CEV, HUT & CABINET**				
227	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
228	**TIME SENSITIVE ACTIVITIES**				
229	**PRE-VISITS**				
230	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
231	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
232	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
233	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
234	**CONSTRUCTION VISITS**				
235	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
236	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
237					
238	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
239	**REAL ESTATE**				
240	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8GCL**		$92.81
241	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8GCN**		$195.57
242	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8GCK**	$64.21	
243	**COMMON SYSTEMS**				
244	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8GCM**	$9.35	$760.45
245	**PLANNING**				
246	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
247	Planning	Per Request	**NRFCJ**		$4,601.93
248	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
249	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
250	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
251	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
252	**POWER PROVISIONING**				
253	**Power Panel:**				
254	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
255	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
256	**Power Cable and Infrastructure:**				
257	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**Under Development**	$5.83	$2,100.33
258	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52
259	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**Under Development**	$8.35	$2,424.71
260	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	**Under Development**	$8.96	$2,586.91
261	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10
262	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32
263	**Equipment Grounding:**				
264	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
265	**DC POWER AMPERAGE CHARGE**				
266	HVAC	Per 10 Amps	**S8GCS**	$14.62	
267	Per Amp	Per Amp	**S8GCR**	$10.61	
268	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
269	**FIBER CABLE PLACEMENT**				
270	**Central Office:**				
271	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
272	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
273	**CEV, HUT & Cabinets:**				
274	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
275	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
276	**MISCELLANEOUS & OPTIONAL COST:**				
277	**MISCELLANEOUS COSTS**				
278	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
279	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82
280	Space Availability Report	Per Premise	**NRFCQ**		$168.04
281	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
282	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
283	**CAGELESS / POT BAY OPTIONS**				
284	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28
285	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81
286	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64
287	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65
288	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47
289	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35
290	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00
291	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
292	**CEV, HUT, CABINET**				
293	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
294	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
295	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
296	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
297	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
298	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
299	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
300	**INTERCONNECTION COSTS:**				
301	**ILEC TO CLEC CONNECTION**				
302	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$4.92	$1,027.16
303	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$4.92	$1,027.16
304	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$297.44	$3,613.06
305	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$9.79	$1,346.48
306	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$115.58	$2,181.58
307	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$7.14	$603.89
308	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78
309	**CLEC TO CLEC CONNECTION**				
310	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
311	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
312	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
313	Route Design		**NRFCX**		$424.88
314	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
315	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
316	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
317	**PROJECT MANAGEMENT**				
318	**CEV, HUT & CABINET**				
319	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
320	**TIME SENSITIVE ACTIVITIES**				
321	**PRE-VISITS**				
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
323	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
324	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
325	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
326	**CONSTRUCTION VISITS**				
327	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
328	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
329					
330	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
331	**REAL ESTATE**				
332	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
333	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
334	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
335	**COMMON SYSTEMS**				
336	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
337	**PLANNING**				
338	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
339	Planning	Per Request	**NRFCJ**		$4,601.93
340	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
341	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
342	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
343	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
344	**POWER PROVISIONING**				
345	**Power Panel:**				
346	50 Amp	Per Power Panel (CLEC provides)	**NONE**		
347	200 Amp	Per Power Panel (CLEC provides)	**NONE**		
348	**Power Cable and Infrastructure:**				
349	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
350	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.25	$48.23
351	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
352	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.25	$48.23
353	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.25	$48.23
354	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
355	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
356	**Equipment Grounding:**				
357	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
358	**DC POWER AMPERAGE CHARGE**				
359	HVAC	Per 10 Amps	**S8GCS**	$14.62	
360	Per Amp	Per Amp	**S8GCR**	$10.61	
361	**FIBER CABLE PLACEMENT**				
362	**Central Office:**				
363	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
364	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
365	**MISCELLANEOUS & OPTIONAL COST:**				
366	**MISCELLANEOUS COSTS**				
367	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
368	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82
369	Space Availability Report	Per Premise	**NRFCQ**		$168.04
370	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
371	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
372	**CAGE COMMON COSTS**				
373	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
374	**INTERCONNECTION COSTS:**				
375	**ILEC TO CLEC CONNECTION**				
376	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
377	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
378	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
379	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
380	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
381	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
382	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
383					
384	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
385	**REAL ESTATE**				
386	Site Conditioning	Per Bay	**S8GCL**		$92.81
387	Safety & Security	Per Frame	**S8GCN**		$195.57
388	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
389	**COMMON SYSTEMS**				
390	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
391	**PLANNING**				
392	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
393	Planning	Per Request	**NRFCJ**		$4,601.93
394	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
395	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
396	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
397	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
398	**POWER PROVISIONING**				
399	**Power Panel:**				
400	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
401	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
402	**Power Cable and Infrastructure:**				
403	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**Under Development**	$5.83	$1,378.83
404	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GC1**	$7.74	$1,570.84
405	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**Under Development**	$8.35	$1,700.70
406	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**Under Development**	$8.96	$1,830.56
407	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GC2**	$9.57	$1,954.85
408	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC3**	$11.39	$2,344.44
409	**Equipment Grounding:**				
410	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
411	**DC POWER AMPERAGE CHARGE**				
412	HVAC	Per 10 Amps	**S8GCS**	$14.62	
413	Per Amp	Per Amp	**S8GCR**	$10.61	
414	**FIBER CABLE PLACEMENT**				
415	**Central Office:**				
416	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
417	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
418	**MISCELLANEOUS & OPTIONAL COST:**				
419	**MISCELLANEOUS COSTS**				
420	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
421	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82
422	Space Availability Report	Per Premise	**NRFCQ**		$168.04
423	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
424	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
425	**CAGE COMMON COSTS**				
426	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
427	**INTERCONNECTION COSTS:**				
428	**ILEC TO CLEC CONNECTION**				
429	Voice Grade Arrangement	100 Copper Pairs	**S8GD8**	$4.92	$1,027.16
430	Voice Grade Arrangement	100 Shielded Pairs	**S8GD9**	$4.92	$1,027.16
431	DS1 Arrangement - DCS	28 DS1	**S8GDM**	$297.44	$3,613.06
432	DS1 Arrangement - DSX	28 DS1	**S8GDR**	$9.79	$1,346.48
433	DS3 Arrangement - DCS	1 DS3	**S8GDX**	$115.58	$2,181.58
434	DS3 Arrangement - DSX	1 DS3	**S8GD2**	$7.14	$603.89
435	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEF**	$6.55	$1,779.78
436					
437	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
438	**REAL ESTATE**				
439	Site Conditioning	Per Frame	**S8FX5**		$92.81
440	Safety & Security	Per Frame	**S8FX6**		$195.57
441	Floor Space Usage	Per Frame	**S8F62**	$28.91	
442	**COMMON SYSTEMS**				

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
443	Common Systems - Standard	Per Frame	**S8F64**	$10.75	
444	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36	
445	**PLANNING**				
446	Planning	Per Request	**NRM99**		$5,555.76
447	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
448	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
449	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
450	**POWER PROVISIONING**				
451	**Power Cable and Infrastructure:**				
452	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
453	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.52	
454	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GFO**	$0.52	
455	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.52	
456	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**Under Development**	$0.52	
457	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GFP**	$0.52	
458	**Equipment Grounding:**				
459	Ground Cable Placement	Per Frame	**S8F69**	$0.36	
460	**DC POWER AMPERAGE CHARGE**				
461	HVAC	Per 10 Amps	**S8FXO**	$14.62	
462	Per Amp	Per Amp	**S8FXN**	$10.61	
463	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
464	**FIBER CABLE PLACEMENT**				
465	**Central Office:**				
466	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
467	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
468	**CEV, HUT & Cabinets:**				
469	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
470	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
471	**MISCELLANEOUS & OPTIONAL COST:**				
472	**MISCELLANEOUS COSTS**				
473	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
474	Bits Timing	Per two circuits	**S8FXS**	$3.58	$698.82
475	**VIRTUAL FRAME OPTIONS**				
476	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
477	**CEV, HUT, CABINET**				
478	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
479	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
480	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
481	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
482	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
483	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
484	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
485	**INTERCONNECTION COSTS:**				
486	**ILEC TO CLEC CONNECTION**				
487	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02
488	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02
489	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22
490	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13
491	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12
492	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42
493	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71
494	**VIRTUAL TO VIRTUAL CONNECTION**				
495	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
496	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
497	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
498	Route Design		**NRLWF**		$463.36
499	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00
500	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00
501	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00
502	**PROJECT MANAGEMENT**				
503	**CEV, HUT & CABINET**				
504	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
505	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
506	**CENTRAL OFFICE TYPE**				
507	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
508	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMHN**		$242.35
509	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
510	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
511	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMJ9**		$242.35
512	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
513	**CEV, HUT & CABINET**				
514	Per Visit	4 Hour Minium - Initial	**NRMJ9**		$242.35
515	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
516	**ADDITIONAL LABOR ELEMENTS**				
517	**TRAINING**				
518	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
519	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
520	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
521	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
522	**EQUIPMENT EVALUATION COST**				
523	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
524	**TEST AND ACCEPTANCE**				
525	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
526					
527	**SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
528	**REAL ESTATE**				
529	Site Conditioning	Per Frame	**S8FX5**		$92.81
530	Safety & Security	Per Frame	**S8FX6**		$195.57
531	Floor Space Usage	Per Frame	**S8FX1**	$28.91	
532	**COMMON SYSTEMS**				
533	Common Systems - Standard	Per Frame	**S8FX3**	$10.75	
534	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36	
535	**PLANNING**				
536	Planning	Per Request	**NRM99**		$5,555.76
537	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
538	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
539	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
540	**POWER PROVISIONING**				
541	**Power Cable and Infrastructure:**				
542	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**Under Development**	$5.83	$1,378.83
543	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84
544	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**Under Development**	$8.35	$1,700.70
545	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**Under Development**	$8.96	$1,830.56
546	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85
547	**Equipment Grounding:**				
548	Ground Cable Placement	Per Frame	**S8FX9**	$0.36	
549	**DC POWER AMPERAGE CHARGE**				
550	HVAC	Per 10 Amps	**S8FXO**	$14.62	
551	Per Amp	Per Amp	**S8FXN**	$10.61	
552	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
553	**FIBER CABLE PLACEMENT**				
554	**Central Office:**				
555	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
556	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
557	**CEV, HUT & Cabinets:**				
558	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
559	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
560	**MISCELLANEOUS & OPTIONAL COST:**				
561	**MISCELLANEOUS COSTS**				
562	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
563	Bits Timing	Per two circuits	**S8FXS**	$3.58	$698.82
564	**VIRTUAL FRAME OPTIONS**				
565	Standard Equipment Bay	Each	**S8FX2**	$22.19	
566	**CEV, HUT, CABINET**				
567	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
568	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
569	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
570	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
571	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
572	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
573	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
574	**INTERCONNECTION COSTS:**				
575	**ILEC TO CLEC CONNECTION**				
576	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$4.94	$1,481.37
577	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$4.94	$1,481.37
578	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$297.44	$4,067.27
579	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$9.79	$1,800.69
580	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$115.59	$2,635.79
581	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$7.14	$1,058.10
582	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19
583	**VIRTUAL TO VIRTUAL CONNECTION**				
584	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
585	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
586	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
587	Route Design		**NRML9**		$463.36
588	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53
589	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77
590	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09
591	**PROJECT MANAGEMENT**				
592	**CEV, HUT & CABINET**				
593	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
594	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
595	**CENTRAL OFFICE TYPE**				
596	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
597	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMHN**		$242.35
598	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
599	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
600	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMJ9**		$242.35
601	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
602	**CEV, HUT & CABINET**				
603	Per Visit	4 Hour Minium - Initial	**NRMJ9**		$242.35
604	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
605	**ADDITIONAL LABOR ELEMENTS**				
606	**TRAINING**				
607	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
608	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
609	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
610	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
611	**EQUIPMENT EVALUATION COST**				
612	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
613	**TEST AND ACCEPTANCE**				
614	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
615					
616	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
617	**PLANNING**				
618	Planning - Initial	Per Request	**NRFA1**		$9,268.73
619	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
620	**REAL ESTATE**				
621	Land Rental	Per Square Foot	**S8GEN**	$0.44	
622	**POWER PROVISIONING**				
623	**Power Cable and Infrastructure:**				
624	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**		
625	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**		
626	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**		
627	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**		
628	**AC Service:**				
629	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
630	AC Usage	Per KWH	**S8GEO**	$0.05	

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
631	**DC POWER AMPERAGE CHARGE**				
632	Per Amp	Per Amp	**S8GCR**	$10.61	
633	**FIBER CABLE PLACEMENT**				
634	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8GF4**	$2.13	$488.48
635	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
636	**CABLE RACK**				
637	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
638	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
639	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
640	**CONDUIT PLACEMENT**				
641	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71
642	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89
643	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50
644	**INTERCONNECTION COSTS:**				
645	**ILEC TO CLEC CONNECTION**				
646	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$3.86	$156.02
647	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$3.86	$156.02
648	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$295.42	$3,105.79
649	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$6.07	$486.89
650	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$115.30	$1,809.40
651	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$5.69	$116.67
652	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49
653					
654	**SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
655	**PLANNING**				
656	Planning - Initial	Per Request	**NRFA1**		$9,268.73
657	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
658	**REAL ESTATE**				
659	Land Rental	Per Square Foot	**S8GEN**	$0.44	
660	**POWER PROVISIONING**				
661	**Power Cable and Infrastructure:**				
662	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC4**	$13.84	$7,853.86
663	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	**S8GC5**	$13.84	$14,584.00
664	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	**S8GC6**	$13.84	$20,338.00
665	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	**S8GC7**	$13.84	$28,143.00
666	**AC Service:**				
667	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
668	AC Usage	Per KWH	**S8GEO**	$0.05	
669	**DC POWER AMPERAGE CHARGE**				
670	Per Amp	Per Amp	**S8GCR**	$10.61	
671	**FIBER CABLE PLACEMENT**				
672	Fiber Installation	Per Fiber Cable Sheath	**S8GDF**	$2.13	$976.96
673	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
674	**CABLE RACK**				
675	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
676	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
677	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
678	**CONDUIT PLACEMENT**				
679	DC Power Cable Rack	Per 2-Duct	**S8GES**		$7,386.71
680	Fiber Cable Rack	Per 1-Duct	**S8GET**		$4,711.89
681	Interconnection Arrangement (Copper) Racking	Per 2-Duct	**S8GEU**		$5,545.50
682	**INTERCONNECTION COSTS:**				
683	**ILEC TO CLEC CONNECTION**				
684	Voice Grade Arrangement	100 Copper Pairs	**S8GEA**	$6.19	$1,371.93
685	Voice Grade Arrangement	100 Shielded Pairs	**S8GEB**	$6.19	$1,371.93
686	DS1 Arrangement - DCS	28 DS1	**S8GDN**	$439.98	$2,341.45
687	DS1 Arrangement - DSX	28 DS1	**S8GDS**	$35.04	$2,341.45
688	DS3 Arrangement - DCS	1 DS3	**S8GDY**	$242.36	$598.33
689	DS3 Arrangement - DSX	1 DS3	**S8GD3**	$12.36	$598.33
690	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	**S8GEG**	$8.25	$3,751.22
691					

	A	B	C	D	E
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
692	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
693	**PLANNING**				
694	Planning	Per Request	**NRFA3**		$1,254.32
695	**CONDUIT**				
696	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
697	**INTERCONNECTION COSTS:**				
698	**ILEC TO CLEC CONNECTION**				
699	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF5**	$311.43	
700	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	**S8GF6**	$439.96	
701	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	**S8GF7**	$35.03	
702	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF8**	$311.43	
703	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02	
704					
705	**SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
706	**PLANNING**				
707	Planning	Per Request	**NRFA3**		$1,254.32
708	**CONDUIT**				
709	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
710	**INTERCONNECTION COSTS:**				
711	**ILEC TO CLEC CONNECTION**				
712	Voice Grade/DS0 Arrangement	900 DS0	**S8GEC**	$311.43	$485.31
713	DS1 Arrangement - DCS	28 DS1	**S8GDO**	$439.96	$1,830.99
714	DS1 Arrangement - DSX	28 DS1	**S8GDT**	$35.03	$1,830.99
715	DS1 Arrangement - MDF	450 DS1	**S8GDU**	$311.43	$485.31
716	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEH**	$9.02	$3,370.20

APPENDIX DIRECT

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

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant 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 (SBC CONNECTICUT) 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 directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.25 The Prices at which SBC-13STATE agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 "Automated Message Accounting" (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 Individual Case Basis (ICB) Process as outlined in the attached procedures.

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 MIDWEST REGION 5-STATE – 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 - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

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 ICB 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.

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APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. SERVICES

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

2.1.1 DIRECTORY ASSISTANCE (DA)

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

2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)

2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC's End User, utilizing an automated voice system or with operator assistance.

2.1.3 NATIONAL DIRECTORY ASSISTANCE (NDA)

2.1.3.1 SBC-10STATE/SBC CALIFORNIA - A service whereby end users may request directory assistance information outside their LATA **or** Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

2.1.3.2 SBC NEVADA/SBC CONNECTICUT – NDA is not technically feasible and/or available.

2.1.4 BUSINESS CATEGORY SEARCH (BCS)

2.1.4.1 SBC SOUTHWEST REGION 5-STATE and SBC OHIO - A service which will provide CLEC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses. A maximum of two requested telephone numbers will be provided for each BCS call. When this service is used in connection with Resale services the applicable wholesale discount will apply. When this service is used in connection with switched-based and facilities-based services, no discount will apply.

2.1.4.2 SBC INDIANA; SBC MICHIGAN; SBC ILLINOIS; SBC WISCONSIN – BCS is not available.

2.1.4.3 SBC-2STATE/SBC CONNECTICUT – BCS is not available.

2.1.5 REVERSE DIRECTORY ASSISTANCE (RDA)

2.1.5.1 SBC-10 STATE/SBC CALIFORNIA – An informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

2.1.5.2 SBC NEVADA/SBC CONNECTICUT - RDA is not technically feasible and/or available.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 "Non-List Telephone Number or DA only Telephone Number" - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.2 "Non-Published Number" - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.3 "Published Number" - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 Call Branding is the procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, SBC-13STATE will brand DA in CLEC's name based upon the criteria outlined below:

4.1.1.1 Where SBC-12STATE provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC-12STATE is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.1.1.1 SBC CONNECTICUT – Where SBC CONNECTICUT provides Operator Services (OS) and DA services on behalf of CLEC, the CLEC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where SBC CONNECTICUT is only providing DA service on behalf of the CLEC, the CLEC's calls will be branded.

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

4.1.1.3 SBC-13STATE - CLEC will provide written specifications of its company name to be used by SBC-13STATE to create the CLEC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing SBC-13STATE Lawful unbundled local switching is responsible for maintaining CLEC's End User customer records in SBC-13STATE Line Information

Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 SBC SOUTHWWEST REGION 5-STATE - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by SBC SOUTHWEST REGION 5-STATE on behalf of CLEC when such services are provided in conjunction with the purchase of SBC SOUTHWEST REGION 5-STATE Lawful unbundled local switching.

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

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

4.1.1.5.4 SBC MIDWEST REGION 5-STATE - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by SBC MIDWEST REGION 5-STATE on behalf of CLEC when such services are provided in conjunction with the purchase of SBC MIDWEST REGION 5-STATE Lawful unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.1.5.5 Silent branding has the same requirements and rates as the audible brand as addressed in 4.1.1.5.

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, SBC-12STATE will provide CLEC DA Reference/Rater information based upon the criteria outlined below:

5.1.1.1 CLEC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 CLEC will inform SBC-12STATE via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Reference or Rater -information.

5.1.1.4 Where technically feasible and/or available, when an SBC-12STATE Operator receives a rate request from a CLEC End User, SBC-12STATE will quote the applicable DA rates as provided by CLEC or as otherwise defined below.

5.1.1.5 SBC CONNECTICUT - until technically feasible and/or available, when a SBC CONNECTICUT Operator receives a rate request from a CLEC end user, SBC CONNECTICUT will quote the surcharge rate only.

6. RESPONSIBILITIES OF THE PARTIES

6.1 CLEC agrees that due to customer quality and work force scheduling, SBC-13STATE will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.

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

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

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

6.5 CLEC will provide SBC-13STATE updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.6 CLEC will send the DA listing records to SBC-13STATE for inclusion in SBC-13STATE DA database via electronic gateway as described in Appendix WP.

6.7 CLEC agrees that SBC-13STATE may utilize CLEC's End User's listings contained in SBC-13STATE directory assistance database in providing existing and future SBC-13STATE directory assistance or DA related services.

6.8 CLEC further agrees that SBC-13STATE can release CLEC's directory assistance listings stored in SBC-13STATE directory assistance database to competing providers.

7. METHODS AND PRACTICES

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

8. PRICING

8.1 The prices at which SBC-13STATE agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

8.2 Beyond the specified term of this Appendix, SBC-13STATE may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

9. MONTHLY BILLING

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

9.2 SBC-13STATE will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

10. LIABILITY

10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

10.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. TERMS OF APPENDIX

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

11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC SOUTHWEST REGION 5-STATE, 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.

APPENDIX DAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.25 The prices at which SBC-13STATE agrees to provide 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 SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in SBC California and Dialing Parity Directory Listings in SBC MIDWEST REGION 5-STATE (herein after collectively referred to as DAL):

2.1.1 SBC-13STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.

2.1.2 SBC-13STATE uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call SBC-13STATE's DA to obtain such information.

2.1.3 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, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in SBC-13STATE's DA database.

2.1.5 SBC-13STATE agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.1.5.1 SBC-13STATE shall license its directory assistance listing information as defined in Exhibit A.

2.1.5.2 SBC-13STATE shall provide directory assistance listing information in a mutually acceptable format.

2.1.5.3 SBC-13STATE shall provide directory assistance listing information to 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 in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

2.2.2 Upon termination of the Agreement, 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 listings provided by SBC shall remain the property of SBC-13STATE. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

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.

APPENDIX 911

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APPENDIX 911

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

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions by which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) will provide CLEC with access to the applicable SBC-owned ILEC's 911 and E911 Databases and provide interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.2 "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.

2.3 "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.

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

2.5 "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.

2.6 "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.

2.7 "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.

2.8 "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).

2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

2.10 "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).

2.11 "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.

2.12 "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.

2.13 "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.

2.14 "Service Provider" means an entity that provides one or more of the following 911 elements; network, database, or CPE.

3. SBC-13STATE RESPONSIBILITIES

3.1 SBC-13STATE shall provide and maintain such equipment at the 911 SR and the DBMS as is necessary to provide CLEC access to the 911 SR and DBMS set forth herein in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and when SBC-13STATE provides the 911 System component. In such situations, SBC-13STATE shall provide CLEC access to the SBC 13-STATE 911 System as described in this section in.

3.2 Call Routing

3.2.1 SBC-13STATE will route 911 calls from the SBC-13STATE SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 SBC-13STATE will forward the calling party number (ANI) it receives from 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 ALI record is found in the E911 DBMS, SBC-13STATE 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 to the SBC-13STATE SR, as specified in the applicable SBC-13STATE Access tariff. Additionally, when diverse facilities are requested by CLEC, SBC-13STATE will provide such diversity where technically feasible, at standard SBC-13STATE Access Tariff rates.

3.3.3 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 911 and E911 Databases, SBC-13STATE shall provide CLEC access to the 911 and E911 Databases to store 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 Where SBC-13STATE manages the 911 and E911 Databases, SBC-13STATE shall coordinate access to the SBC-13STATE DBMS for the initial loading and updating of CLEC End User 911 Records.

3.4.3 Where SBC-13STATE manages the E911 Database, 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 the DBMS is not functioning properly.

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 911 System, where SBC-13STATE is the 911 System 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 interconnection 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 interconnect to each SBC-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required

by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.3.1 In SBC MIDWEST REGION 5-STATE only, CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that CLEC 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.

4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the SBC-13STATE SR.

4.2.5 CLEC shall provide sufficient trunking to interconnect with the designated SBC-13STATE 911 SR 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 interconnection

4.2.6 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the SBC-13STATE 911 SR.

4.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.8 CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 trunks for interconnection with SBC-13STATE.

4.2.9 CLEC will cooperate with SBC-13STATE to promptly test all 911 interconnection trunks and facilities between CLEC's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning. CLEC agrees that it will not pass live traffic until successful testing is completed by both Parties.

4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the SBC-13STATE 911 SR(s). CLEC is responsible for advising SBC-13STATE of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic 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 the 911 interconnection between CLEC and all appropriate SBC-13STATE SR(s) has been established and tested , 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.

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.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating E911 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 access to 911 and E911 Databases: (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.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide interconnection and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

7.2 The Parties agree that the 911 System is provided herein is 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 SBC-2STATE, and SBC MIDWEST REGION 5-STATE; 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 911 and E911 Databases, interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in SBC-13STATE's Appendix Pricing or applicable SBC-13STATE Commission-approved access tariff.

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 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, 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 providing CLEC access to the 911 System hereunder or out of CLEC's End Users' use of the 911 System, 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 911 System 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 the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC-13STATE.

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

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

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

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

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

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

1.2 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.

1.3 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 8"FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. PROMOTIONAL DISCOUNTS ON RESALE

3.1 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-13STATE 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.

3.2 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.

3.3 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.

4. CONFLICTING CONDITIONS

4.1 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.

5. SUSPENSION OF CONDITIONS

5.1 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.

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 Competitive Local Exchange Carrier (CLEC).

1.2 This Appendix provides descriptions of the trunking requirements between CLEC and SBC-13STATE. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.

1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

2.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in the SBC SOUTHWEST REGION 5-STATE as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in SBC-2STATE, SBC MIDWEST REGION 5-STATE and SBC-CONNECTICUT.

2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one SBC-13STATE local calling area and the local calling area of another SBC-13STATE or LEC within one LATA within the respective state.

2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.

2.5 "ISP-Bound Traffic" is as defined in Attachment: Intercarrier Compensation.

2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and SBC-12STATE End Users. In SBC-CONNECTICUT these trunk groups will carry the same type of traffic, but they will be established and used as one-way.

2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.

2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.

2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.

2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via SBC-13STATE Access or Local/Access Tandem Switches.

2.12 "Offers Service" is defined as when CLEC opens an NPA-NXX, ports a number to serve an End User or pools a block of numbers to serve End Users.

2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Intercarrier Compensation.

2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from SBC-13STATE where SBC-13STATE is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. SBC-13STATE shall issue ASRs for one-way trunk groups originating at the SBC-13STATE switch.

3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate SBC-13STATE Tandem Switch as further provided in this Appendix ITR.

3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an SBC-12STATE Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an SBC-12STATE Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

3.4 Local Interconnection Trunk Groups in SBC CONNECTICUT must be ordered and provisioned as one-way to accommodate billing and technical limitations.

3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and

implementation schedule. SBC-12STATE 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 Local Only Tandem Switches (SBC SOUTHWEST REGION 5-STATE and SBC MIDWEST REGION 5-STATE), Local/IntraLATATandem Switches (SBC SOUTHWEST REGION 5-STATE) Local/Access Tandem Switches and Access Tandem Switches. In addition SBC-13STATE deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).

4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in SBC CONNECTICUT, SBC MIDWEST REGION 5-STATE, and SBC-2STATE. If CLEC Offers Service in a LATA in which there is no SBC Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each SBC-13STATE End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in SBC SOUTHWEST REGION 5-STATE. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the SBC SOUTHWEST REGION 5-STATE, CLEC shall establish a Local Interconnection Trunk Group to each SBC-13STATE End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective SBC-13STATE Local Tandem on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an SBC-13STATE End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in SBC-CONNECTICUT) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to SBC-13STATE must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate SBC-13STATE Local Tandem. If an SBC-13STATE End Office does not subtend an SBC-13STATE Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

4.4 All traffic received by SBC-13STATE on the DEOT 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 Switch of a host/remote configuration, CLEC shall establish the DEOT 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 (one-way in SBC CONNECTICUT).

4.5 Trunk Configuration

4.5.1 Trunk Configuration – SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC CONNECTICUT

4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.5.1.2 Any SBC-13STATE switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

4.5.2 Trunk Configuration – SBC-2STATE

4.5.2.1 When Interconnecting at SBC-2STATE's digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.5.2.2 When interconnecting at SBC CALIFORNIA's DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at SBC CALIFORNIA's 4E Access Tandems.

5. TRUNK GROUPS

5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and SBC-13STATE End Users.

5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: SBC SOUTHWEST REGION 5-STATE.

5.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each SBC SOUTHWEST REGION 5-STATE Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each SBC SOUTHWEST REGION 5-STATE Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.3 SBC SOUTHWEST REGION 5-STATE reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.

5.2.4 Where traffic from CLEC switch to an SBC SOUTHWEST REGION 5-STATE End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the SBC SOUTHWEST REGION 5-STATE End Office.

5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each SBC SOUTHWEST REGION 5-STATE End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.

5.2.6 When SBC SOUTHWEST REGION 5-STATE has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the SBC SOUTHWEST REGION 5-STATE Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each SBC SOUTHWEST REGION 5-STATE Local Only Tandem Switch.

5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.

5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: SBC MIDWEST REGION 5-STATE, SBC CONNECTICUT, SBC-2STATE

5.3.1 Tandem Trunking – SBC-2STATE and SBC MIDWEST REGION 5-STATE

5.3.1.1 In SBC-2STATE and SBC MIDWEST REGION 5-STATE;

5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all SBC Local Only Tandems in the LATA for calls destined to or from all SBC MIDWEST REGION 5-STATE End Offices that

subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all SBC Local/IntraLATA, Local/Access, or Access Tandem Switch(es) (SBC-2STATE only) in the LATA for calls destined to or from all SBC-2STATE and SBC MIDWEST REGION 5-STATE End Offices that subtend the designated tandems. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.2 Tandem Trunking – SBC CONNECTICUT

5.3.2.1 In SBC CONNECTICUT, Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all SBC Local Tandems in the LATA for calls destined to or from all SBC CONNECTICUT End Offices that subtend the designated tandem. These trunk groups shall be one-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 Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Meet Point Trunk Group: SBC-13STATE

5.4.1 IXC carried traffic shall be transported between CLEC's switch and the SBC-13STATE Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via a SBC-13STATE Access Tandem Switch or Local/Access Tandem Switch.

5.4.2 Meet Point Trunk Groups shall be provisioned 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 or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every SBC-13STATE Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).

5.4.4 SBC-13STATE will not block switched access customer traffic delivered to any SBC-13STATE Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any SBC-13STATE Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will SBC-13STATE be required to route such traffic through more than one of its tandem switches 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.

5.4.5 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 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 Access or Local/Access 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/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to SBC-13STATE over the Local Interconnection Trunk Group. In such case, 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 Trunk Group to carriers not directly connected to its network but are connected to SBC-13STATE's Access or Local/Access Tandem Switch. Calls will be routed to SBC-13STATE over the Local Only and/or Local Interconnection Trunk Groups or Meet Point 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 Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service. This trunk group shall be provisioned as one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default PSAP or default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the SBC-13STATE E911 Selective Router switch that serves a specified geographic rate area.

5.6.2 In SBC CONNECTICUT only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three separate dedicated trunk groups for each Connecticut NPA and default PSAP or default ESN assignment, from its switch to each of the Connecticut E911 Selective Routing tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 Selective Routing tandem. A second trunk group using SS7 will go to the Secondary E911 Selective routing tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 Selective Routing tandem and serve as a backup. These trunk groups shall be provisioned by CLEC as one-way outgoing only. CLEC will have administrative control for the purpose of issuing ASRs.

5.6.3 CLEC will cooperate with SBC-13STATE to promptly test all E911 trunks and facilities between CLEC's network and the SBC-13STATE E911 Selective Routing Tandem to assure proper functioning of E911 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-12STATE

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

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

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify SBC-12STATE at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the SBC-12STATE HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way 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, CLEC may request a meeting to coordinate with SBC-12STATE the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify SBC-12STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. SBC-12STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the SBC-12STATE Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

5.7.5 In SBC CONNECTICUT, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 35 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

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 provisioned 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 ASRs 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 provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs 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 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 ASRs 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 ASRs 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 QUESTIONAIRE

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. TRUNK FORECASTING RESPONSIBILITIES: SBC-13STATE

6.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. SBC-13STATE shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC-13STATE General Trunk Forecast. 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.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s, 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 these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.

6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. SBC-13STATE shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to SBC-13STATE, unless otherwise specified in this Appendix.

6.4 Each Party shall provide a specified point of contact for planning and forecasting 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 (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

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

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 ASRs on two-way trunk groups. In SBC CONNECTICUT where one-way trunks are provisioned, SBC CONNECTICUT will issue ASRs for trunk groups for traffic that originates from SBC-CONNECTICUT and terminates to CLEC.

8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, SBC-13STATE will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.

8.3.1.2 In a blocking situation, SBC-13STATE is responsible for issuing ASRs on one-way SBC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. SBC 13-STATE will issue an ASR within three (3) business days after receipt and review of the TGSR.

8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.

8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.

8.3.2 Underutilization

8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point 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.

8.3.2.1.3 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.

8.3.2.1.4 If SBC-13STATE does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC-13STATE will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, SBC-13STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

8.3.3 Trunk Servicing – SBC SOUTHWEST REGION 5-STATE Exceptions

8.3.3.1 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. Incoming orders will be screened by SBC SOUTHWEST REGION 5-STATE trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimize delay in 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.

8.4 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 Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.5 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.5.1 SBC-13STATE will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. SBC 13-STATE will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in SBC-13STATE ceasing to deliver traffic until the ASR(s) are received and processed.

9. TRUNK DATA EXCHANGE: SBC-13STATE

9.1 The Parties agree to exchange traffic data on two-way trunk groups 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 is agreed to by the Parties.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may 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). The Parties agree that twenty (20) business days is the

study period duration objective. However, on occasion a study period 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. For SBC originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in an MS-Excel format.

10. NETWORK MANAGEMENT: SBC-13STATE

10.1 Restrictive Controls

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

10.2 Expansive Controls

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

10.3 Mass Calling

10.3.1 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. OUT OF EXCHANGE TRAFFIC

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

12. SWITCHED ACCESS TRAFFIC

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

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

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

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

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

APPENDIX 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 for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

3.4 "Toll Center Code" - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.

3.5 "Operator Service Code" - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:

4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with SBC-13STATE's Operator assistance switch(es). It is the responsibility of SBC-13STATE to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.

4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the SBC-13STATE Operator assistance switch utilizing MF signaling. Likewise, SBC-13STATE will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.

4.2 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.

4.3 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.

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 the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

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.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

CITY	NPA-NXX	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

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) are provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (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 End Users 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 directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.25 SBC-13STATE shall provide, for CLEC's facilities and equipment, interconnection 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.

1.26 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 25(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 SBC-13STATE's network is partly comprised of End Office switches, Local Only Tandem Switches (SBC SOUTHWEST REGION 5-STATE and SBC MIDWEST REGION 5-STATE), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. 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. A 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 or LATA 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 on the SBC-13STATE network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

2.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and SBC-13STATE.

2.4 Types of Points of Interconnection

2.4.1 A "Tandem Serving Area" or "TSA" is an SBC-13STATE area defined by the sum of all local calling areas served by SBC-13STATE End Offices that subtend an SBC-13STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within SBC-13STATE's network in the LATA where CLEC Offers Service.

2.4.3 A "Single POI" is a single point of interconnection within a LATA on SBC-13STATE's network that is established to interconnect SBC-13STATE's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.

2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:

(i) at an SBC-13STATE TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that SBC-13STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or

(ii) at an SBC-13STATE End Office in a local calling area not served by an SBC-13STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

2.5 Either Party, must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.6 CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.

2.7 Technical Interfaces

2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

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

2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a SBC-13STATE Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

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

3.3 Fiber Meet Point

3.3.1 Fiber Meet Point between SBC-13STATE and CLEC can occur at any mutually agreeable and technically feasible point at an SBC-13STATE Tandem or End Office building within each local exchange area (SBC SOUTHWEST REGION 5-STATE) or LATA (SBC MIDWEST REGION 5-STATE, SBC CONNECTICUT, and SBC-2STATE).

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or SBC-13STATE designated) manhole at the SBC-13STATE Tandem or End Office building. 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 Fiber cable for SBC-13STATE to pull through to the SBC-13STATE cable vault. 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 at the cable vault at SBC-13STATE's expense. In this case the POI shall be at the SBC-13STATE designated manhole location.

3.4.9 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.10 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 in section 4 of this document.

3.5 Other Interconnection Methods

3.5.1 The Parties may mutually agree to other methods of obtaining interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each 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 SOUTHWEST REGION 5-STATE) or LATA (SBC-2STATE, SBC CONNECTICUT and SBC MIDWEST REGION 5-STATE).CLEC shall provide all applicable network information on forms acceptable to SBC-13STATE (as set forth in SBC's CLEC Handbook, published on the CLEC website).

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

APPENDIX NUMBER PORTABILITY

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APPENDIX NP
(NUMBER PORTABILITY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability mutually 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 directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

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

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

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

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

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

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

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

2. PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was 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.

2.1.2 Other than as specifically set out elsewhere in this agreement, SBC CONNECTICUT does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

2.2 The Parties shall:

2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.3 Obligations of SBC-12STATE

2.3.1 SBC CALIFORNIA/SBC NEVADA/SBC-SBC MIDWEST REGION 5-STATE/SBC SOUTHWEST REGION 5-STATE has deployed LRN in all of their switches.

2.3.2 SBC-13STATE will open unrestricted non portable codes within 180 days of the receipt of a BFR (bona fide request). A sample BFR is provided in Exhibit 1.

2.3.3 SBC-12STATE may cancel any line-based calling cards associated with telephone numbers ported from their switch.

2.4 Obligations of CLEC

2.4.1 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.

2.4.2 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a SBC SOUTHWEST REGION 5-STATE switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

2.4.3 When CLEC requests that an NXX in an LRN capable SBC-12STATE switch become portable, CLEC shall follow the industry standard LERG procedure.

2.4.4 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.4.5 CLEC shall adhere to SBC-12STATE's Local Service Request (LSR) format and PNP due date intervals.

2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.5.8 Each party shall adhere to the reserved number terms and conditions pursuant to Appendix Numbering.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within SBC CALIFORNIA/SBC NEVADA/SBC SOUTHWEST REGION 5-STATE toll rate centers / SBC MIDWEST REGION 5-STATE rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.6.2 Telephone numbers in the following SBC-12STATE NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; (ii) SBC-12STATE Official Communications Services (OCS) NXXs; and (iii) 555, 976, 950.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 3 of this Appendix.

2.7 Service Descriptions

2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.7.5 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.

2.8 Pricing

2.8.1 Except as set forth in Section 4, the parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, SBC-12STATE may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. MASS CALLING CODES

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SBC-12STATE in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

3.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, SBC-12STATE will provide mass calling code portability using a non-LRN solution.

3.2 Service Provided

3.2.1 SBC-12STATE will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SBC-12STATE mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency)

trunk groups to the SBC-12STATE mass calling tandem and/or SBC MIDWEST REGION 5-STATE mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC-12STATE choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

3.2.2 When 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.

3.3 Obligations of SBC-12STATE

3.3.1 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.

3.3.2 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.

3.4 Obligations of CLEC

3.4.1 CLEC shall agree to adhere to SBC-12STATE LSR format and mass calling due date intervals.

3.4.2 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.

3.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5 CLEC Mass Calling Codes

3.5.1 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 MIDWEST REGION 5-STATE 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.

3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where SBC-12STATE and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4. SPNP QUERY SERVICE

4.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

4.2 If CLEC chooses not to fulfill its N-1 carrier responsibility, SBC-12STATE will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, SBC-12STATE will charge and CLEC agrees to pay the default queries charges set forth in:

4.2.1 SBC MIDWEST REGION 5-STATE - Section 6 of the FCC No. 2 Access Services Tariff

4.2.2 SBC NEVADA - Section 19 of the FCC No. 1 Access Services Tariff

4.2.3 SBC CALIFORNIA – Section 13 of the FCC No. 1 Access Services Tariff

4.2.4 SBC SOUTHWEST REGION 5-STATE – Section 34 of the FCC No. 73 Access Services Tariff.

4.3 SBC-12STATE provides CLECs the optional use of the SBC-12STATE LNP database via the SPNP Query Service-Database. When CLEC orders SPNP Query Service-Database, SBC-12STATE shall charge and CLEC agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. The CLEC's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. SBC-12STATE's LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

4.4 When purchasing the SPNP Query Service - Database, CLEC will access SBC-12STATE s facilities via an SS7 link to the SBC-12STATE STP.

4.5 When purchasing the SLNP Query Service - Database, CLEC will advise SBC-12STATE of the entry point(s) of queries to the SBC-12STATE network and provide a query forecast for each entry point.

EXHIBIT 1

PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

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

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. SBC-13STATE is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

equipped remote switches within 30 days
hardware capable switches within 60 days
capable switches requiring hardware within 180 days
non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its SBC-13STATE Account Manager which shall specify the following:

The MSA in which requested switch(es) are located.

The switch(es), by CLLI code, that are to become PNP capable.

The date when PNP capability is requested with the FCC established time frames being the least amount of time.

The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.

An initial response from the SBC-13STATE Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP)
Bona Fide Request (BFR)

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date[4]: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Notes: [1] List each switch targeted for LNP by its specific CLLI code.

[2] Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

[3] Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

[4] As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

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: _____

___

_____

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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 d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin 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 tome providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

APPENDIX OSS - RESALE & UNEs

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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). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.

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

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

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

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

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

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

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

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

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

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

1.12 SBC CONNECTICUT - As used herein, SBC CONNECTICUT means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable SBC-owned ILEC doing business in Connecticut.

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

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

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

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

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

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

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

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

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

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

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

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

1.25 SBC-13STATE has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

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

1.27 "LOC" means the Local Operations Center (LOC) for SBC-13STATE.

1.28 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing SBC-13STATE's OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

1.29 "UNE" is as described in Appendix Lawful UNE.

2. LAWFUL UNBUNDLING REQUIREMENTS

2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which SBC-13STATE provides under this Interconnection Agreement (ICA service(s)). Should

SBC-13STATE no longer be obligated to provide a UNE under the terms of this Agreement, SBC-13STATE shall no longer be obligated to offer access and use of OSS for that ICA service.

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and SBC-13STATE shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS Interfaces

3.2.1 For SBC-13STATE, CLEC agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with SBC-13STATE's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies SBC-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC-13STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry.

3.3 Within SBC-13STATE regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.

3.3.1 In SBC-13STATE regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 This section applies to SBC CALIFORNIA ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of SBC CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, 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 SBC CALIFORNIA against any claim made by a consumer End User or governmental entity against SBC CALIFORNIA or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

3.3.3 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 including Resale services and UNEs, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of SBC-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.

3.5 In the event SBC-13STATE has good cause to believe that CLEC has used SBC-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to SBC-13STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event CLEC does not agree that the CLEC's use of SBC-13STATE OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:

3.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC-13STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC-13STATE shall have the right to conduct an audit of CLEC's use of the SBC-13STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE.

3.8 When Resale service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC-13STATE and CLEC will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will make electronic access available to CLEC within the specific operating region.

3.9 The Information Services (I.S.) Call Center for the SBC-13STATE region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

3.10 The Parties will follow the final adopted guidelines of "SBC 13-State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.

3.11 SBC-13STATE will and CLEC may participate in the Ordering and Billing Forum (OBF) 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."

3.12 Due to enhancements and on-going development of access to SBC-13STATE's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC-13STATE shall provide proper notice of interface phase-out as required by the Change Management Process.

3.13 CLEC is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", 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 UNEs. 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 and UNEs Include

4.2.1 Feature/Service Availability

4.2.1.1 Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the CLEC has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Appendix.

4.2.3 Telephone Number Inquiry

SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, SBC MIDWEST REGION 5-STATE also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

SBC-13STATE provides address validation function.

4.3 The Following are Pre-Order Functions Specific to UNEs

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry

SBC-13STATE provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry

SBC-13STATE provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

SBC-13STATE provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale and UNE Pre-Order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in SBC-13STATE to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by SBC-13STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which SBC SOUTHWEST REGION 5-STATE provides CLEC access to the functions of pre-ordering to order SBC SOUTHWEST REGION 5-STATE consumer Resale services.

4.4.1.4 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC SOUTHWEST REGION 5-STATE provides CLEC access to the functions of pre-ordering to order SBC SOUTHWEST REGION 5-STATE business Resale services.

4.5 Other Pre-Order Function Availability

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

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, SBC-13STATE will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes

USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. 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 UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes SBC-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 Service Order Request System Availability

5.2.1 SBC-13STATE makes available to CLEC an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with SBC-13STATE Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or UNEs, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Resale service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For SBC-13STATE, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 For SBC SOUTHWEST REGION 5-STATE region, C-EASE is available for the ordering of consumer Resale services.

5.2.4 For SBC SOUTHWEST REGION 5-STATE region, B-EASE is available for the ordering of business Resale services.

5.2.5 For SBC SOUTHWEST REGION 5-STATE region, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).

5.2.5.1 For SBC SOUTHWEST REGION 5-STATE region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following SBC SOUTHWEST REGION 5-STATE OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.6 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC-13STATE will utilize industry ASR guidelines developed by OBF based upon SBC-13STATE ordering requirements.

5.3 Provisioning for Resale Services and UNEs in SBC-13STATE

SBC-13STATE will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For SBC-13STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in SBC SOUTHWEST REGION 5-STATE, pending orders can be viewed in SORD.

5.3.2 For EDI ordering, SBC-13STATE will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

5.3.3 For SBC SOUTHWEST REGION 5-STATE, as detailed in section 5.2.5.1, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.

5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an SBC-13STATE issued FOC.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 In SBC-13STATE, Electronic Bonding Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In SBC-13STATE, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (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-13STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC-13STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 SBC-13STATE will bill CLEC for Resold services and UNEs. SBC-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC-13STATE will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and SBC-13STATE. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 In SBC-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.2 For Resale Services in SBC SOUTHWEST REGION 5-STATE, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC SOUTHWEST REGION 5-STATE's Local Exchange Tariff.

7.2.3 For Resale Services in SBC CALIFORNIA, 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.

7.2.4 For Resale Services in SBC MIDWEST REGION 5-STATE, CLEC may elect to receive its bill on CD.

7.2.5 For Resale Services in SBC SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC SOUTHWEST REGION 5-STATE Classic Toolbar.

7.2.6 In SBC-13STATE, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.7 SBC-13STATE will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.

7.2.8 In SBC CONNECTICUT, CLEC may receive a Billing Detail File on 18-track magnetic tape.

7.2.9 In SBC MIDWEST REGION 5-STATE, CLEC may receive a mechanized bill for Resale services via the SBC MIDWEST REGION 5-STATE Electronic Billing System (AEBS) transaction set.

7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:

7.3.1 SBC-13STATE makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.

7.3.2 In SBC SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC SOUTHWEST REGION 5-STATE Classic Toolbar.

7.3.3 In SBC-13STATE, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

7.3.4 In SBC-13STATE, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing SBC-13STATE ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the SBC SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the SBC-2STATE region. The ARAF, located in Chicago, IL, serves SBC MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the SBC CONNECTICUT region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

8.2 For SBC-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU)) and circuit connection(s) up to the SBC ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to SBC-13STATE "CLEC OSS Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SBC SOUTHWEST REGION 5-STATE LRAF, SBC-2STATE PRAF, SBC MIDWEST REGION 5-STATE ARAF, and SBC CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC-13STATE OSS via the public internet.

8.3 For SBC-13STATE, CLEC shall use TCP/IP to access SBC-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user ID / password unique to each individual for accessing a SBC-13STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 For SBC-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. 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 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 CLEC shall immediately notify the ISCC when a employee user ID is no longer valid (e.g. employee termination or movement to another department).

9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or SBC-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 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC-13STATE, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems,

networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.

9.6.3 User IDs will be revalidated on a monthly basis.

9.7 User Authentication

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

9.10 Software and Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring and Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

11.1 Prior to live system usage, 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 CLEC 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

11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by SBC-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.

11.3 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.

11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to SBC-13STATE completed registration forms for each student no later than one week prior to the scheduled training class.

11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.

11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of the Confidentiality provisions of the General Terms and Conditions.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 To the extent SBC-13STATE seeks to recover costs associated with OSS System Access and Connectivity, SBC-13STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

13.1 For SBC SOUTHWEST REGION 5-STATE region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

13.2 For SBC-12STATE, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.6 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.

13.3 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.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 SBC-13STATE shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access SBC-13STATE OSS via a Service Bureau Provider as follows:

14.2.1 CLEC shall be permitted to access SBC-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service

Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC-13STATE to allow Service Bureau Provider to establish access to and use of SBC-13STATE's OSS.

14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. SBC-13STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, SBC-13STATE shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

14.3 SBC-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC-13STATE's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to SBC-13STATE's OSS) which could not be avoided by SBC-13STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

APPENDIX OS

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APPENDIX OS
(OPERATOR SERVICES)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switched-based CLEC"s or CLEC's leasing Lawful unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. SERVICES

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

2.1.1 Fully Automated Call Processing

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

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

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

2.1.2 Operator-Assisted Call Processing

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

3. DEFINITIONS

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

3.1.1 Fully Automated Calling Card Service.

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

3.1.2 Fully Automated Collect and Bill to Third Number Services.

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

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

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

3.2.2 Semi-Automated Collect and Bill to Third Number Services. SBC-12STATE - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Busy Line Verification (BLV)/Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Verification Interrupt (BLVI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

4.1.1 Where technically feasible and/or available, SBC-13STATE will brand OS in CLEC's name based upon the criteria outlined below:

4.1.1.1 Where SBC-13STATE provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC-13STATE is only providing OS on behalf of the CLEC, the calls will be branded.

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

4.1.1.3 SBC-13STATE - CLEC will provide written specifications of its company name to be used by SBC-13STATE to create the CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

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

4.1.1.5 Branding Load Charges

4.1.1.5.1 SBC SOUTHWEST REGION 5-STATE - 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 SOUTHWEST REGION 5-STATE on behalf of CLEC when such services are provided in conjunction with the purchase of SBC SOUTHWEST REGION 5-STATE Lawful unbundled local switching.

4.1.1.5.2 SBC MIDWEST REGION 5-STATE – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by SBC MIDWEST REGION 5-STATE on behalf of CLEC when such services are provided in conjunction with the purchase of SBC MIDWEST REGION 5-STATE Lawful unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

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

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

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

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

5.1.1 Where technically feasible and/or available, SBC-12STATE will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

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

5.1.1.2 CLEC will inform SBC-12STATE, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.1.2 When an SBC-12STATE Operator receives a rate request from a CLEC End User, SBC-12STATE will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

5.1.2.1 SBC CONNECTICUT - until technically feasible and/or available, when a SBC CONNECTICUT Operator receives a rate request from a CLEC end user, SBC CONNECTICUT will quote the surcharge rate only.

6. INTRALATA MESSAGE RATING

6.1 SBC SOUTHWEST REGION 5-STATE - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all SBC SOUTHWEST REGION 5-STATE Operator assisted intraLATA calls. With this service, SBC SOUTHWEST REGION 5-STATE will compute the applicable charges for each message based on CLEC's schedule of rates provided to SBC SOUTHWEST REGION 5-STATE.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

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

8. RESPONSIBILITIES OF THE PARTIES

8.1 CLEC agrees that due to quality of service and work force scheduling, SBC-13STATE will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.

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

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

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

8.5 CLEC will provide SBC-13STATE updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to SBC-13STATE, default emergency agency numbers.

9. METHODS AND PRACTICES

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

10. PRICING

10.1 The prices at which SBC-13STATE agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

10.2 Beyond the specified term of this Appendix, SBC-13STATE may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

11. MONTHLY BILLING

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

11.2 SBC-13STATE will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

12. LIABILITY

12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

12.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

13. TERMS OF APPENDIX

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

13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).

1.2 SBC Communications Inc. (SBC-13STATE) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means Neutral Tandem-Arkansas, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Missouri, LLC; Neutral Tandem-Nevada, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Texas, LLC operating within SBC-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with SBC-13STATE.

1.4 For purposes of this Appendix only, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

(i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC-13STATE end user located in an SBC-13STATE local exchange area or;

(ii) Originates from an SBC-13STATE end user located in an SBC-13STATE local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of SBC-13STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with SBC- 13STATE's network(s).

2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with SBC-13STATE pursuant to Section 251(a) of the Act.

2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which SBC-13STATE agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC-13STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC-13STATE's incumbent local exchange areas. SBC-13STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-13STATE's incumbent local exchange areas.

In addition, SBC-13STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an SBC-13STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.

3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties

3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.

3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

4.1 OE-LEC represents that it operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection ("POI") located within SBC-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. SBC-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from SBC-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and SBC-13STATE, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC-13STATE End Office.

4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each SBC-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.

4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.

4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.

4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving SBC-13STATE End Office.

4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

4.7 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (as reflected in the LERG). Any compensation due SBC-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE tandem. SBC-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

4.9 Connection of a trunk group from OE-LEC to SBC-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

4.10 SBC-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Offices using SBC-13STATE's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

6.1 SBC-13STATE will exchange SBC-13STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such InterLATA waiver, or (iv) via another mutally agreeable method. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutally agreeable method. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.

6.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.

6.3 OE-LEC must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC-13STATE terminated traffic or SBC-13STATE originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

6.5 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (as reflected in the LERG). Any compensation due SBC-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE–tandem. SBC-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

6.6 SBC-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Office(s) using SBC-13STATE's standard code opening timeframes.

6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

APPENDIX
INTERCARRIER COMPENSATION

(AFTER FCC ORDER NO. 01-131, AGREEING TO EXCHANGE ALL ISP-BOUND and SECTION 251(b)(5) TRAFFIC AT THE FCC RATES IN CERTAIN STATES, WHERE APPLICABLE)

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable SBC Communications Inc (SBC) owned Incumbent Local Exchange Carrier 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 the applicable state(s).

1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local switching purchased by CLEC from SBC-13STATE on a wholesale basis.

1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. SBC-13STATE will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an end user that is served by a carrier providing telecommunications services utilizing SBC-13STATE's Resale Service.

1.4 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.

2. ILEC DESIGNATIONS

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

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

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

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

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

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

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

2.8 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC CONNECTICUT, the applicable SBC-owned

ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. RESPONSIBILITIES OF THE PARTIES

3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies

improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC CONNECTICUT , if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.

3.4 For those usage based charges where actual charge information is not determinable by SBC-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 13.2 below.

3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation any where CLEC originates traffic to or terminates traffic from an end user being served by a third party telecommunications carrier who has purchased local switching from SBC-13STATE on a wholesale basis by which such telecommunications carrier uses such services to offer wireline local telephone exchange service to its end users. In no event will SBC-13STATE have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless SBC-13STATE against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. SBC-13STATE will not be required to function as a billing intermediary, e.g., clearinghouse. SBC-13STATE may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

3.6 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.

3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In SBC CONNECTICUT, when CLEC purchases local switching from SBC CONNECTICUT on a wholesale basis to provide service to its end users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's end users are not subject to intercarrier compensation as addressed in Section 4.7.3 below.

3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating end user customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.

3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether

the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by SBC 13STATE pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within SBC-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with SBC-13STATE. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, IntraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

(i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC-13STATE end user located in an SBC-13STATE local exchange area or;

(ii) Originates from an SBC-13STATE end user located in an SBC-13STATE local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

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

4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

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

4.2 SBC-12STATE made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

SBC-13STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by SBC-13STATE in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

4.2.1 Should a regulatory agency, court or legislature change or nullify the SBC-13STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to

all traffic among SBC-13STATE, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

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

4.3 In SBC-12STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that SBC-12STATE has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless SBC CONNECTICUT chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Section 4 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic as for that particular state.

4.4 Tandem Serving Rate Elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:

4.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.

4.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

4.5 End Office Serving Rate Elements:

4.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

4.6 CLEC shall only be paid End Office Serving Rate Elements.

4.7 Intercarrier Compensation for Wholesale Local Switching Traffic

4.7.1 Where CLEC purchases local switching from SBC-12STATE on a wholesale basis, CLEC will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or

terminated to the end users served by such arrangements. SBC-12STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

4.7.2 The following reciprocal compensation terms shall apply to all traffic exchanged between SBC-12STATE and CLECs when CLEC purchases local switching from SBC-12STATE on a wholesale basis:

4.7.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

4.7.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC-12STATE and CLEC where CLEC's end user originates a call that is terminated to a SBC-12STATE end user, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.

4.7.3 In SBC CONNECTICUT, when CLEC purchases local switching from SBC CONNECTICUT on a wholesale basis to provide service to its end users, SBC CONNECTICUT will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's end users. When CLEC purchases local switching from SBC CONNECTICUT on a wholesale basis, CLEC can not seek intercarrier compensation from SBC CONNECTICUT for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an SBC CONNECTICUT end user or a third party carrier's end user.

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

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

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

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

In states in which SBC-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.4 of this Appendix.

5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) SBC-13STATE has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.

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

5.3.1 The rates, terms, and conditions in Section 5 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 4.1 and ISP-Bound Traffic as defined in Section 5.1 and ISP-Bound Traffic is subject to the rebuttable presumption.

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

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

5.4 ISP-Bound Traffic Rebuttable Presumption

5.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.4. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.3.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

5.5 For purposes of this Section 5.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below.

5.5.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties each at the rate set forth in Section 5.3.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the end user is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA. There are two types of FX service:

6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX

Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

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

6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in SBC-2STATE, SBC MIDWEST REGION 5-STATE, SBC CONNECTICUT, SBC ARKANSAS, SBC KANSAS, SBC MISSOURI and SBC TEXAS.

6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

6.2.4 Pursuant to the Oklahoma Commission Arbitration Award in Docket 449960, the transport and termination compensation for Virtual FX, Dedicated FX, and FX-type Traffic will be originating access charges in SBC OKLAHOMA.

6.2.4.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to originating access charges.

6.2.5 Pursuant to the Connecticut Commission Arbitration Award in Docket. 01-01-29RE01, the transport and termination compensation for Voice FX traffic will be originating access charges in SBC CONNECTICUT.

6.2.5.1 To the extent ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement.

6.2.6 Segregating and Tracking FX Traffic

6.2.6.1 For SBC-12STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in SBC-2STATE, SBC MIDWEST REGION 5-STATE, SBC ARKANSAS, SBC KANSAS, SBC MISSOURI and SBC TEXAS where such traffic is subject to a Bill and Keep arrangement.

6.2.6.3 Originating carrier will apply the appropriate originating access charges to both the Voice FX MOU and ISP FX MOU SBC OKLAHOMA.

6.2.6.4 For SBC CONNECTICUT, FX traffic must be identified as voice FX and ISP FX. SBC CONNECTICUT will work with CLEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For SBC CONNECTICUT ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

6.2.6.4.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

(i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
(ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
(iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 5.3.2 above.
(iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in SBC CONNECTICUT where such traffic is subject to a Bill and Keep Arrangement.
(v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in SBC CONNECTICUT.

6.2.6.4.2 The FX factor may be adjusted by the Parties on a quarterly basis.

6.2.6.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.2.6.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX 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.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

6.5 The Parties agree that, for the purposes of this Appendix, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

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

7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area, except mandatory extended traffic as addressed in Sections 4.1 and 5.1 above. The transport and termination rate applies when SBC ARKANSAS, SBC KANSAS or SBC TEXAS transports traffic and terminates it at its own switch.

7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and SBC ARKANSAS, SBC KANSAS, and SBC TEXAS are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. MCA TRAFFIC -- SBC MISSOURI

8.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.

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.

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 forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

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 SBC SOUTHWEST REGION 5-STATE.

9. PRIMARY TOLL CARRIER ARRANGEMENTS

9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own end user customers and potentially for a third party ILEC's end user customers. In this ILEC arrangement, the PTC would receive the ILEC end user IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those SBC-13STATEs where Primary Toll Carrier arrangements are mandated and for the IntraLATA toll traffic which is subject to a PTC arrangement and where SBC-13STATE is functioning as the PTC for a third party ILEC's end user customers:

(i) SBC-13STATE shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. SBC-13STATE shall pay the CLEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the SBC-13STATE Intrastate Access Service Tariff in the respective state; and/or

(ii) SBC-13STATE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay SBC-13STATE for the use of its facilities at the rates set forth in SBC-13STATE's Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

10. INTRALATA 800 TRAFFIC

10.1 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.

10.2 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.

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

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

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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

11.8 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.

11.9 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.

12. INTRALATA TOLL TRAFFIC COMPENSATION

12.1 For intrastate IntraLATA toll traffic, compensation for termination of such traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an SBC-13STATE's tariff in whose exchange area the End User is located.

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

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

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

13.1.1 Where a terminating CLEC is not technically capable of billing the originating carrier through the use of terminating records, SBC-13STATE will provide the appropriate category of originating records to CLEC for the purposes of billing intercarrier compensation.

13.1.2 Where CLEC is using terminating recordings to bill intercarrier compensation, SBC-12STATE will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an SBC-12STATE non-resale offering whereby SBC-12STATE provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of

the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.

13.2 For those usage based charges where actual charge information is not determinable by SBC-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

13.2.1 CLEC and SBC-2STATE agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) 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.

13.3 In states in which SBC-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.4 of this Appendix.

13.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

13.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.

13.6 If either Party pursues dispute resolution under the applicable provisions set forth in the General Terms and Conditions of this Agreement, on any portion of an amount due to a Party (the "Billing Party") arising from Intercarrier Compensation charges, such disputed amounts will remain unpaid by the Party billed (the "Non-Paying Party") and are not subject to interest during the pendency of such Intercarrier Compensation dispute.

13.7 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.

14. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

14.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision

rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

15. SWITCHED ACCESS TRAFFIC

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

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

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

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

15.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission

to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

16. ALTERNATE TANDEM PROVIDER

16.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier with no end users that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with SBC-13STATE to only SBC-13STATE's end user.

16.2 Third Party Originating Carrier shall mean CLEC as a Competitive Local Exchange Carrier (CLEC), that sends traffic originated by its end users to SBC-13STATE's end users via an Alternate Tandem Provider.

16.3 Third Party Terminating Carrier shall mean SBC-13STATE as the Incumbent Local Exchange Carrier (ILEC), to which traffic is terminated when CLEC uses an Alternate Tandem Provider.

16.4 When Alternate Tandem Provider sends Traffic originated by the end users of CLEC functioning as the Third Party Originating Carrier to an end user of SBC-13STATE who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all Minutes of Use ("MOUs") billed by SBC-13STATE for the termination of such traffic.

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 to a Facility-Based Provider as described in Exhibit I and Exhibit II, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.

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

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

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

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

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

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

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

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 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 converted to EMI layout.

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.

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 EMI 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, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.

3.8 In Exhibit II, 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, except for SBC-2STATE. For SBC-2STATE, CLEC will identify the location and number of times each month the information should be provided via Appendix Data Exchange's Technical Requirements Form document. SBC-13STATE reserves the right to limit the frequency of transmission to existing SBC-13STATE processing and work schedules, holidays, etc.

3.9 SBC-13STATE will determine the number data files required to provide the access usage record detail to 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.

3.13 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to SBC-13STATE under the same terms and conditions of this Appendix.

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 Appendix on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by SBC-13STATE on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted 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 either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Rcording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or end users.

5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's 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 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

EXHIBIT II

INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)

___ Bill period (Please choose a maximum of five dates for SBC SOUTHWEST REGION 5-STATE . A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)

___ Bill period (Please choose a maximum of five dates for SBC SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.25 The prices at which SBC 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 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 of the General Terms and conditions of the Agreement.

2.2 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.

2.2.1 This section applies only to SBC KANSAS:

2.2.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from CLEC negotiating an interconnection agreement with SBC KANSAS.

2.3 SBC-13STATE will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.

2.4 Telecommunications Services will be offered by SBC-13STATE to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

2.5 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 SBC TEXAS:

3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, SBC TEXAS 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 SBC-13STATE - 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, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific SBC-13STATE tariffs.

3.4.2 This section applies only to SBC SOUTHWEST REGION 5-STATE: SBC WISCONSIN, SBC OHIO and SBC INDIANA

3.4.2.1 Where available for resale according to associated retail state specific tariffs, CLEC may only resell SBC SOUTHWEST REGION 5-STATE, SBC WISCONSIN, SBC OHIO and SBC INDIANA low income assistance services, (e.g. LifeLine and Link-Up services), 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, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific SBC SOUTHWEST REGION 5-STATE, SBC WISCONSIN, SBC OHIO and SBC INDIANA tariffs.

3.4.3 This section applies only to SBC CALIFORNIA, SBC CONNECTICUT and SBC ILLINOIS:

3.4.3.1 SBC CALIFORNIA, SBC CONNECTICUT and SBC ILLINOIS LifeLine and Link-Up services are not available for resale.

3.4.3.2 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.

3.4.4 This section applies only to SBC NEVADA:

3.4.4.1 SBC NEVADA low income assistance services, (e.g., LifeLine and Link-Up services) are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating it own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 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.

3.5 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 SBC NEVADA and SBC MISSOURI:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to SBC CALIFORNIA, SBC MIDWEST REGION 5-STATE, SBC CONNECTICUT and SBC ARKANSAS

3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.3.2 Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.

3.5.4 This section applies only to SBC KANSAS, SBC TEXAS and SBC OKLAHOMA:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, 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 SBC SOUTHWEST REGION 5-STATE:

3.14.1 CLEC may convert current SBC SOUTHWEST REGION 5-STATE End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the state of Kansas or Texas, and

3.14.2 SBC SOUTHWEST REGION 5-STATE and any other reseller of SBC SOUTHWEST REGION 5-STATE local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the states of Arkansas, Kansas, Texas, Oklahoma or Missouri.

3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and SBC SOUTHWEST REGION 5-STATE shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.

3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.

3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail SBC SOUTHWEST REGION 5-STATE or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Arkansas and Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the states of Arkansas and Kansas and 8.04% in the state of Texas.

3.14.4.2 SBC OKLAHOMA and SBC MISSOURI tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to SBC SOUTHWEST REGION 5-STATE or any other local service provider reselling SBC SOUTHWEST REGION 5-STATE local service.

3.14.4.4 If another reseller of SBC SOUTHWEST REGION 5-STATE 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 contact and termination liability with the other reseller. CLEC agrees that SBC SOUTHWEST REGION 5-STATE has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against SBC SOUTHWEST REGION 5-STATE in connection with any conversion by another reseller of SBC SOUTHWEST REGION 5-STATE local service of any CLEC End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of SBC SOUTHWEST REGION 5-STATE in connection with Assumptions of CSP Contract Conversions:

3.14.5.1 SBC SOUTHWEST REGION 5-STATE will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

3.14.5.2 SBC SOUTHWEST REGION 5-STATE 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 SBC SOUTHWEST REGION 5-STATE.

3.15 This section applies only to SBC MIDWEST REGION 5-STATE:

3.15.1 SBC MIDWEST REGION 5-STATE 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 SBC ILLINOIS tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 SBC MICHIGAN tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.42%.

3.15.2.3 SBC OHIO, and SBC WISCONSIN tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 SBC INDIANA tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.

3.15.2.5 SBC MIDWEST REGION 5-STATE Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If CLEC elects to terminate a SBC MIDWEST REGION 5-STATE 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. In the areas served by SBC-8STATE, 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 SBC-13STATE, 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. In the areas served by SBC MIDWEST REGION 5-STATE, any 911 fees or surcharges associated with Resale accounts shall be included by SBC MIDWEST REGION 5-STATE on CLEC's invoice and CLEC agrees to pay Ameritech all such fees and surcharges. SBC MIDWEST REGION 5-STATE shall then be responsible for submitting or retaining such fees and surcharges in accordance with the approriate 911 cost recovery plan applicable to the local jurisdiction.

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.

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 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-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.

4.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than SBC-8STATE "Informational Page". 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.

4.8 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.

4.9 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.

4.10 SBC-13STATE offers CLEC the opportunity to customize route its End Users' OS/DA calls where technically feasible.

4.11 OS/DA Branding

4.11.1 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:

4.11.2 Call Branding

4.11.2.1 SBC-13STATE will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

4.11.3 SBC-13STATE – CLEC will provide written specifications of its company name to be used by SBC-13STATE 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).

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

4.12 Branding Load Charges:

4.12.1 SBC SOUTHWEST REGION 5-STATE – 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 SOUTHWEST REGION 5-STATE 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.

4.12.1.1 SBC MIDWEST REGION 5-STATE – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by SBC MIDWEST REGION 5-STATE on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.12.1.2 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.

4.12.1.3 SBC CONNECTICUT – 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. OS/DA RATE/REFERENCE INFORMATION

5.1 When an SBC-12STATE Operator receives a rate request from a CLEC End User, where technically feasible and available, SBC-12STATE will quote the applicable OS/DA rates as provided by the CLEC.

5.2 SBC CONNECTICUT - until technically feasible and/or available, when a SBC CONNECTICUT Operator receives a rate request from a CLEC end user, SBC CONNECTICUT will quote the surcharge rate only.

5.3 CLEC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC-13STATE a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.4 CLEC will inform SBC-12STATE, via the Operator Services Questionnaire (OSQ) 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-12STATE updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.6 Payphone Services

5.6.1 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. (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."

5.6.2 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.

5.6.3 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:

5.6.3.1 IntraLATA subscriber 800 calls for which SBC-13STATE provides the 800 service to the subscriber and carries the call; and

5.6.3.2 IntraLATA calls placed using SBC-13STATE's prepaid calling card platform and carried by SBC-13STATE.

5.6.4 SBC-13STATE will not be required to pay any Payphone Compensation for non-sent paid calls.

5.6.5 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.

5.6.6 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 automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to SBC-13STATE on the bill.

5.6.7 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.

5.6.8 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.

5.6.9 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.

5.6.10 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:

5.6.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

5.6.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

5.6.10.3 False representation by CLEC.

5.7 Suspension of Service

5.7.1 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.

5.7.2 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. Carrier Disconnect Service is the provider initiated suspension service available to CLECs in SBC MIDWEST REGION 5-STATE. Service specifics may be obtained in state specific CLEC Handbooks.

5.7.2.1 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.

5.7.2.2 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.

5.7.2.3 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.

6. USE OF SBC BRAND

6.1 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.

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 SBC CALIFORNIA:

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 SBC CALIFORNIA's TARS. In providing TARS to CLEC, SBC CALIFORNIA 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 SBC CALIFORNIA 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 SBC CALIFORNIA with the correct email

address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. SBC CALIFORNIA grants to CLEC a non-exclusive right to use the information provided by SBC CALIFORNIA. LEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay SBC CALIFORNIA 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. SBC CALIFORNIA 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, SBC CALIFORNIA shall not be liable for any damages to CLEC or to any other person or entity for SBC CALIFORNIA's actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold SBC CALIFORNIA 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 SBC CALIFORNIA's TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of SBC CALIFORNIA or its employees.

7.8 This section applies only to SBC CALIFORNIA:

7.8.1 SBC CALIFORNIA 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, SBC CALIFORNIA will provide a recorded announcement of the CLEC name and number and SBC CALIFORNIA will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to SBC CALIFORNIA 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.

8.2.1.1 The following applies to SBC MICHIGAN only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.

8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, SBC-13STATE is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If SBC-13STATE, on behalf of 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. Charges for Alternatively Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.

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.

APPENDIX FOR ACCESS

TO SBC COMMUNICATION INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF WAYS)

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APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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

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

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

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

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

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

2. DEFINITIONS

2.1 Definitions in general. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.

2.2 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SBC-13STATE structures (such as huts and cabinets) which branch off from or are connected to SBC-13STATE's conduit.

2.3 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b)

central office vaults, controlled environment vaults, or other SBC-13STATE structures (such as huts and cabinets) which branch off from or are connected to SBC-13STATE's conduit.

2.4 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.

2.5 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of SBC-13STATE's conduit system and does not refer to handholes which provide access to buried cables not housed within SBC-13STATE ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by SBC-13STATE and does not include cables and other telecommunications equipment located within handhole structures.

2.6 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that SBC-13STATE has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.

2.7 Maintenance Duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an SBC-13STATE manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

2.8 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SBC-13STATE's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.

2.9 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of SBC-13STATE's conduit system. As used in this Appendix, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.

2.10 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an SBC-13STATE pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include SBC-13STATE, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in SBC-13STATE's poles, ducts, conduits or rights-of-ways).

2.11 Overlashing. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.

2.12 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by SBC-13STATE and does not include cables and other telecommunications equipment attached to pole structures.

2.13 Rights-of-way. The term "rights-of-way" refers to SBC-13STATE owned or controlled legal rights to pass over or through property of another party and used by SBC-13STATE for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by SBC-13STATE and used by SBC-13STATE for its telecommunications distribution facilities. Rights-of-way does not include:

2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,

2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or

2.13.3 any space which is owned and controlled by a third-party property owner and occupied by SBC-13STATE with permission from such owner rather than as a matter of legal right.

2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

3.1 This Appendix establishes the rates, terms, conditions, and procedures by which SBC-13STATE shall provide non-discriminatory access to SBC-13STATE's Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:

3.1.1 SBC-13STATE's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from SBC-13STATE's central offices;

3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by SBC-13STATE; and

3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by SBC-13STATE from third-party property owners for purposes other than to house cables and other equipment in active service as part of SBC-13STATE's network distribution operations.

3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.

3.3 No Effect on SBC-13STATE's Right to Abandon, Convey or Transfer Structure. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect SBC-13STATE's right to abandon, convey, or transfer to any other person or entity SBC-13STATE's interest in any of SBC-13STATE's Structure. SBC-13STATE shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

4.1 Effective Date. This Appendix shall be effective as of the _____ day of _____, 2004, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection Appendix between the parties, the date of approval by the State Commission of the interconnection Appendix, whichever date first occurs.

4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an Interconnection Appendix, this Appendix shall terminate upon the termination of the Interconnection Appendix of which this is apart.

4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Appendix renews, if a part of the Interconnection Appendix.

4.4 Elective Termination. Either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.

4.5 Elective Termination by SBC-13STATE. Attaching Party shall, within 60 days after the effective date of the elective termination by SBC-13STATE, either initiate negotiations for continued access to SBC-13STATE's

poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix.

4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to SBC-13STATE under this Appendix. Elective termination of this Appendix by SBC-13STATE shall not affect SBC-13STATE's obligations to afford access to SBC-13STATE's poles, ducts, conduits, and rights-of-way owned or controlled by SBC-13STATE as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5. GENERAL PROVISIONS

5.1 Entire Appendix. This Appendix, together with the interconnection Appendix, if any, of which this Appendix is a part, and the Guidelines for Access to SBC-13STATE Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and Appendix of the parties.

5.2 Prior Agreements Superseded. This Appendix supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and SBC-13STATE relating to the placement and maintenance of Attaching Party's facilities on and within SBC-13STATE's poles, ducts, and conduits within this State.

5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Appendix, any obligations of either party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.

5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.

5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.

5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither party will be liable for any delay or failure in performance of any part of this Appendix caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Appendix as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.

5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, the construction and enforcement of its terms, and the interpretation of the rights and duties of

the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.

5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

6.1 SBC-13STATE MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT SBC-13STATE'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF SBC-13STATE'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

7.1 In the event that this Appendix is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Appendix.

8. INDEMNIFICATION

8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.

8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:

8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection Appendix, if any;

8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;

8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or

8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.

8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of SBC-13STATE's Structure.

8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.

8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.

8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.

8.8 Indemnification for Environmental Claims.

8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of

8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.

8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any SBC-13STATE pole, duct, conduit, or right-of-way.

8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any SBC-13STATE pole, duct, conduit, or right-of-way.

8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold SBC-13STATE harmless from any and all Claims, of every kind and character, made, brought, or sought against SBC-13STATE by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:

8.9.1 Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on SBC-13STATE due to the placement or presence of Attaching Party's facilities on or within SBC-13STATE's poles, ducts, conduits, or rights-of-way; or

8.9.2 Claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

8.10 Attaching Party's General Indemnity Obligations to SBC-13STATE. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against SBC-13STATE pursuant to this Appendix or other provisions in the parties' interconnection Appendix, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold SBC-13STATE harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of SBC-13STATE's poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of SBC-13STATE's poles, ducts, conduits, or rights-of-way.

8.11 SBC-13STATE's General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from SBC-13STATE's enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, SBC-13STATE shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with SBC-13STATE's access to or use of SBC-13STATE's poles, ducts, conduits, or rights-of-way, SBC-13STATE's performance of any acts authorized under this Appendix, or the presence or activities of SBC-13STATE's employees or other personnel acting on SBC-13STATE's behalf on, within, or in the vicinity of SBC-13STATE's poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

9.2 SBC-13STATE Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to SBC-13STATE Structure SBC-13STATE does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.4 of this Appendix, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to SBC-13STATE's poles or placed in SBC-13STATE's Structure and SBC-13STATE shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.4. In no event shall SBC-13STATE be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any SBC-13STATE pole, duct, conduit, or right-of-way in any capacity other than as a SBC-13STATE employee or person acting on SBC-13STATE's behalf. In no event shall SBC-13STATE be

liable to Attaching Party under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on SBC-13STATE's behalf, cable cuts by persons other than SBC-13STATE's employees or persons acting on SBC-13STATE's behalf, or other causes beyond SBC-13STATE's control which occur at sites subject to this Appendix.

9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.

9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

10.1 At all times in which the Attaching Party has attachments to SBC-13STATE poles, or is occupying SBC-13STATE conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.

10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $1,000,000 for Bodily Injury by disease-each employee.

10.1.2 Commercial General Liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $10,000,000 Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations.

10.1.3 Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.

10.2 Attaching Party agrees to name SBC-13STATE as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.

10.3 SBC-13STATE agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to SBC-13STATE its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and

10.3.2 Automobile liability: Attaching Party shall submit to SBC-13STATE a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and

10.3.3 General liability: Attaching Party must provide evidence acceptable to SBC-13STATE that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

10.4 All insurance required in accordance with this section must be in effect before SBC-13STATE will issue pole attachment or conduit occupancy permits under this Appendix.

10.5 Attaching Party agrees to provide SBC-13STATE with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11. ASSIGNMENT OF RIGHTS

11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.

11.1.1 SBC-13STATE may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with SBC-13STATE or which acquires or succeeds to ownership of substantially all of SBC-13STATE's assets.

11.1.2 Overlashing of Attaching Party's facilities on SBC-13STATE poles by a third party will be allowed under the following conditions:

11.1.2.1 The Overlashing entity must enter into an Appendix with SBC-13STATE for access to SBC-13STATE Structures and abide by the terms and conditions of such an Occupancy Permit.

11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to SBC-13STATE prior to submitting a request for access to structure.

11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party.

11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.

11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without SBC-13STATE's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to SBC-13STATE that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to SBC-13STATE for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured SBC-13STATE's prior written consent to the assignment or transfer, if necessary, and given SBC-13STATE notice of the assignment or transfer pursuant to Section 11.3.

11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by SBC-13STATE in writing, no assignment permitted by SBC-13STATE under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.

11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. SBC-13STATE may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.

11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to SBC-13STATE's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of SBC-13STATE's poles, ducts, conduits, and rights-of-way.

12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to SBC-13STATE's Structure shall not materially interfere with or impair service over any facilities of SBC-13STATE or any Other User, cause material damage to SBC-13STATE's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of SBC-13STATE or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of SBC-13STATE's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SBC-13STATE may limit, terminate or refuse access if Attaching Party violates this provision.

12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.

12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and

12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

14.1 Information Provided by Attaching Party to SBC-13STATE. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to SBC-13STATE in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about SBC-13STATE facilities. This article does not limit the use by SBC-13STATE of aggregate information relating to the occupancy and use of SBC-13STATE's Structure by firms other than SBC-13STATE (that is, information submitted by Attaching Party and aggregated by SBC-13STATE in a manner that does not directly or indirectly identify Attaching Party).

14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to SBC-13STATE in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.

14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, SBC-13STATE and persons acting on SBC-13STATE's behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:

14.3.1 posting information, as necessary, to SBC-13STATE's outside plant records;

14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SBC-13STATE's Structure and any SBC-13STATE facilities located on, within, or in the vicinity of such Structure;

14.3.3 performing SBC-13STATE's obligations under this Agreement and similar agreements with third parties;

14.3.4 determining which of SBC-13STATE's Structure are (or may in the future be) available for SBC-13STATE's own use, and making planning, engineering, construction, and budgeting decisions relating to SBC-13STATE's Structure;

14.3.5 preparing cost studies;

14.3.6 responding to regulatory requests for information;

14.3.7 maintaining SBC-13STATE's financial accounting records; and

14.3.8 complying with other legal requirements relating to Structure.

14.4 Defense of Claims. In the event of a dispute between SBC-13STATE and any person or entity, including Attaching Party, concerning SBC-13STATE's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SBC-13STATE may utilize confidential or proprietary information submitted by Attaching Party in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SBC-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at SBC-13STATE's option:

14.4.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SBC-13STATE from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SBC-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at SBC-13STATE's option:

14.5.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

15.1 To the extent SBC-13STATE has the authority to do so, SBC-13STATE grants Attaching Party a right to use any right-of-way for SBC-13STATE poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on SBC-13STATE's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the SBC-13STATE pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by SBC-13STATE. SBC-13STATE does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

15.3 Access to Rights-of-Way Generally. At locations where SBC-13STATE has access to third-party property pursuant to non-exclusive rights-of-way, SBC-13STATE shall not interfere with Attaching Party's

negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where SBC-13STATE has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, SBC-13STATE shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits SBC-13STATE to provide such access, and provided further that SBC-13STATE's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by SBC-13STATE to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by SBC-13STATE in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to SBC-13STATE's poles or occupying space in SBC-13STATE's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.

16.1.1 SBC CALIFORNIA ONLY- In addition to the terms and conditions included in this Appendix, SBC CALIFORNIA shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.

16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the SBC-13STATE Structure Access Guidelines

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SBC-13STATE's manholes and access to SBC-13STATE's conduit system.

16.3.1 Attaching Party will notify SBC-13STATE not less than 5 business days in advance before entering SBC-13STATE's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.3.2 An authorized employee or representative of SBC-13STATE may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within SBC-13STATE's conduit system. Attaching Party shall reimburse SBC-13STATE for costs associated with the presence of SBC-13STATE's authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 SBC-13STATE will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of SBC-13STATE's Structure. Upon request, SBC-13STATE will meet with the Attaching

Party to clarify matters relating to maps, records or additional information. SBC-13STATE does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of SBC-13STATE, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to SBC-13STATE's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 SBC-13STATE will provide information currently available on the SBC-13STATE's maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on SBC-13STATE's maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on SBC-13STATE's maps;

17.3.3 the footage between poles, if shown on SBC-13STATE's maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 SBC-13STATE will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by SBC-13STATE.

17.5 SBC-13STATE will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified SBC-13STATE poles or placing facilities within specified SBC-13STATE ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to SBC-13STATE the appropriate SBC-13STATE request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific SBC-13STATE Structure.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by SBC-13STATE or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable SBC-13STATE to

18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to SBC-13STATE structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SBC-13STATE's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and

18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. SBC-13STATE will select or approve the Attaching Party's selection of the space Applicant will occupy on SBC-13STATE's poles or in SBC-13STATE's conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by SBC-13STATE, Attaching Party, and other parties entitled to access under applicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by SBC-13STATE, the pole, duct, and conduit space selected and/or approved by SBC-13STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 SBC CALIFORNIA: The pole, duct, and conduit space selected and/or approved by SBC-13STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in SBC CALIFORNIA only as detailed by the California Public Utility Commission.

19.2.3 SBC-13STATE may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If SBC-13STATE assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate SBC-13STATE record if SBC-13STATE has not occupied such assigned space within such 12 month period.

19.2.4 SBC CALIFORNIA: Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to SBC-13STATE Structure, SBC-13STATE shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, SBC-13STATE will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. SBC-13STATE will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare SBC-13STATE's Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing SBC-13STATE or its contractor to complete the make-ready work; or

20.3.2 advise SBC-13STATE of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with SBC-13STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by SBC-13STATE or SBC-13STATE's contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of SBC-13STATE's Structures or interferes with any existing use of SBC-13STATE's facilities or the facilities of any Other User.

20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to SBC-13STATE's poles or occupying space in SBC-13STATE's conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment

or placement of Attaching Party's facilities to or in SBC-13STATE's poles, ducts, conduits and rights of ways.

20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to SBC-13STATE for the use of such additional capacity. If SBC-13STATE utilizes additional space or capacity created at Attaching Party's expense, SBC-13STATE will reimburse Attaching Party on a pro-rata basis for SBC-13STATE's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. SBC-13STATE will notify the Attaching Party if any entity, including SBC-13STATE, attaches facilities to additional capacity on SBC-13STATE's Structure created at the Attaching Party's expense. SBC-13STATE shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

20.7 If Attaching Party utilizes space or capacity on any SBC-13STATE Structure created at SBC-13STATE's expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of SBC-13STATE's capacity creation costs.

20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, SBC-13STATE will issue an occupancy permit confirming that Attaching Party may attach specified facilities to SBC-13STATE's Structure.

20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will considered available for use by SBC-13STATE or Other User.

*SBC CALIFORNIA only: Space assignment shall not exceed nine (9) months in California.

20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by SBC-13STATE to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to SBC-13STATE's poles and the placement of such facilities in SBC-13STATE's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide SBC-13STATE with a construction schedule and thereafter keep SBC-13STATE informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within SBC-13STATE's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SBC-13STATE. A person or entity using the maintenance duct for

non-emergency maintenance or repair activities shall immediately notify SBC-13STATE of such use and must either vacate the maintenance duct within 30 days or, with SBC-13STATE's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

23.1 Notification of Planned Modifications. Attaching Party shall notify SBC-13STATE in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a SBC-13STATE Structure. The notice shall contain sufficient information to enable SBC-13STATE to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.

23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same SBC-13STATE Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with SBC-13STATE and other users in making rearrangements to SBC-13STATE Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.

24.2 Whenever feasible, SBC-13STATE shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, SBC-13STATE will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify SBC-13STATE within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the SBC-13STATE conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with SBC-13STATE's consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.

25.2 Designation of Emergency Repair Coordinators and Other Information. For each SBC-13STATE construction district, Attaching Party shall provide SBC-13STATE with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify SBC-13STATE of changes to such information.

25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SBC-13STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.

25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

25.3.3 SBC-13STATE shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by SBC-13STATE on a nondiscriminatory basis in accordance with the principles set forth in this section.

25.4 Emergency Pole Replacements.

25.4.1 When emergency pole replacements are required, SBC-13STATE shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

25.4.2 If notified by SBC-13STATE that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an SBC-13STATE replacement pole, the transfer shall be in accordance with SBC-13STATE's placement instructions.

25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise SBC-13STATE and thereby authorize SBC-13STATE (or any Other User sharing the pole with SBC-13STATE) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.

25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse SBC-13STATE for the costs incurred by SBC-13STATE for work performed by SBC-13STATE on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

26.1 Post-Construction Inspections. SBC-13STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to SBC-13STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. SBC-13STATE will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany SBC-13STATE on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. SBC-13STATE shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to SBC-13STATE's Structure. These inspections will not be made more often than once every 2 years unless in SBC-13STATE's judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, SBC-13STATE may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to SBC-13STATE's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to SBC-13STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in SBC-13STATE's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.

27.2 Removal of Untagged Facilities. SBC-13STATE may, without notice to any person or entity, remove from SBC-13STATE's poles or any part of SBC-13STATE's conduit system the Attaching Party's facilities, if SBC-13STATE determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on SBC-13STATE's poles or in SBC-13STATE's conduit system.

27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to SBC-13STATE's poles or anchors or within any part of SBC-13STATE's conduit system, SBC-13STATE, without prejudice to other rights or remedies available to SBC-13STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.

27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to SBC-13STATE, in writing, an application for a new or amended occupancy permit with respect to such facilities.

27.5 Approval of Request and Retroactive Charges. If SBC-13STATE approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to SBC-13STATE for all fees and

charges associated with the unauthorized attachments as specified in Section 27.6 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by SBC-13STATE of any of its rights or privileges under this Appendix or otherwise.

27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from SBC-13STATE's poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable SBC-13STATE licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by SBC-13STATE of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at SBC-13STATE's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to SBC-13STATE or another Other User, and shall pay SBC-13STATE for all costs incurred by SBC-13STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, SBC-13STATE shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, SBC-13STATE may, at SBC-13STATE's option, remove Attaching Party's facilities at Attaching Party's expense.

27.8 No Ratification of Unpermited Attachments or Unauthorized Use of SBC-13STATE's Facilities. No act or failure to act by SBC-13STATE with regard to any unauthorized attachment or occupancy or unauthorized use of SBC-13STATE's Structure shall be deemed to constitute a ratification by SBC-13STATE of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

28.1 When Applicant no longer intends to occupy space on a SBC-13STATE pole or in a SBC-13STATE duct or conduit, Applicant will provide written notification to SBC-13STATE that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.

28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from SBC-13STATE's Structure.

28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to SBC-13STATE's manholes.

28.1.3 Applicant shall be solely responsible for the removal of its own facilities from SBC-13STATE's Structure.

28.2 At SBC-13STATE's request, Attaching Party shall remove from SBC-13STATE's Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to SBC-13STATE that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in SBC-13STATE's Structure.

28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from SBC-13STATE's poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.

28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from SBC-13STATE's Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.

28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in SBC-13STATE's Structure would cause a forfeiture of the rights of SBC-13STATE to occupy the property where such Structure is located, SBC-13STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. SBC-13STATE will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of SBC-13STATE's rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.

28.6 Removal of Facilities by SBC-13STATE; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from SBC-13STATE's Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, SBC-13STATE may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. SBC-13STATE shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.

28.7 Removal of Facilities by SBC-13STATE. If SBC-13STATE removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse SBC-13STATE for SBC-13STATE's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, SBC-13STATE shall have the right to change the rates, charges and fees outlined in this Appendix. SBC-13STATE will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. SBC-13STATE may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to SBC-13STATE adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing SBC-13STATE 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on SBC-13STATE by any such employee, contractor, subcontractor, mechanic, material man, or other person or entity providing such materials or performing such work, SBC-13STATE may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as SBC-13STATE may deem reasonable or necessary to protect SBC-13STATE from any such lien, claim or demand.

31. NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

NOTICE CONTACT	ATTACHING PARTY	SBC-13STATE CONTACT
NAME/TITLE	John Barnicle /President	Contract Management ATTN: Notices Manager
STREET ADDRESS	1 S. Wacker Drive, Suite 200	311 S. Akard, 9th Floor Four SBC Plaza
CITY/STATE/ZIP CODE	Chicago, IL 60606	Dallas, TX 75202-5398
FACSIMILE NUMBER	312-346-3276	214-464-2006

31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

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

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

1. INTRODUCTION

1.1 This Appendix Lawful UNEs sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) will furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNEs for the provision by CLEC of a Telecommunications Service ((Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.25 The Prices at which SBC-13STATE agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

2.1 Lawful UNEs and Declassification. This Agreement sets forth the terms and conditions pursuant to which SBC-13STATE will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in SBC-13STATE's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, SBC-13STATE shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that SBC-13STATE is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."

2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "Declassified."

2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of 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 (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC 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; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.

2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.

2.1.4 By way of example only, if terms and conditions of this Agreement state that SBC-13STATE is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then SBC-13STATE shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.

2.2 Nothing contained in the Agreement shall be deemed to constitute consent by SBC-13STATE that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that SBC-13STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.

2.3 The preceding includes without limitation that SBC-13STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving SBC-13STATE network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.

2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.

2.5 Transition Procedure for Elements that are Declassified during the Term of the Agreement.

2.5.1 The procedure set forth in Section 2.5.2 does not apply to the Declassification events described in Sections 8.3.4.4.1 (DS1 Loop "Caps"), 8.3.5.4.1 (DS3 Loop "Caps"), 8.4.1 (Declassification

Procedure – DS1 Loops), 8.4.2 (Declassification Procedure – DS3 Loops), 13.3.5 (DS3 Transport "Caps"), 13.3.6 (DS1 Transport "Caps"), 13.5.2 (DS1 Transport Declassification) and 13.5.3 (DS3 Transport Declassification), which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable "caps" are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC's TRO Remand Order.

2.5.2 SBC-13STATE shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, such element is no longer required to be provided under this Agreement and CLEC shall cease ordering such element(s) under this Agreement, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC-13STATE will provide written notice to CLEC of the Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, SBC-13STATE agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Lawful UNE in the SBC-13STATE notice letter referenced in this Section 2.5. SBC-13STATE reserves the right to audit the CLEC orders transmitted to SBC-13STATE and to the extent that the CLEC has processed orders and such orders are provisioned after this 30-day transitional period, such elements are still subject to this Section 2.5, including the options set forth in (a) and (b) below, and SBC-13STATE's rights of discontinuance or conversion in the event the options are not accomplished. During such 30-day transitional period, the following options are available to CLEC with regard to the element(s) identified in the SBC-13STATE notice, including the combination or other arrangement in which the element(s) were previously provided:

(a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

(b) SBC-13STATE and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and SBC-13STATE have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then SBC-13STATE may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

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

2.5.4 Notwithstanding anything in this Agreement or in any Amendment, SBC-13STATE shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network

element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a Lawful UNE. The preceding includes without limitation that SBC-13STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC-13STATE network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.

2.6 SBC-13STATE will provide access to Lawful UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3).

2.7 SBC-13STATE will provide CLEC nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):

2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));

2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));

2.7.5 With technical information regarding SBC-13STATE's network facilities to enable CLEC to achieve access to Lawful UNEs (47 CFR § 51.307(e));

2.7.6 Except as provided in this Appendix, without imposing limitations, restrictions, or requirements on requests for, or the use of, Lawful UNEs for the service CLEC seeks to offer (47 CFR § 51.309(a));

2.7.7 Where applicable, terms and conditions of access to Lawful UNEs shall be no less favorable than terms and conditions under which SBC-13STATE provides such elements to itself (47 CFR § 51.313(b));

2.7.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2));

2.7.9 Except upon request of CLEC, SBC-13STATE shall not separate CLEC-requested Lawful UNEs that are currently combined. (47 CFR § 51.315(b)) SBC-13STATE is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other SBC-13STATE offering(s).

2.8 As provided for herein, SBC-13STATE will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, SBC-13STATE will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.9 SBC-13STATE will maintain, repair, or replace Lawful UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what SBC-13STATE provides other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).

2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.12 Lawful UNEs provided to CLEC under the provisions of this Appendix shall remain the property of SBC-13STATE.

2.13 Performance of Lawful UNEs

2.13.1 Each Lawful UNE will be provided in accordance with SBC-13STATE Technical Publications or other written descriptions, if any, as changed from time to time by SBC-13STATE at its sole discretion.

2.13.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any changes in its network which will materially impact the other Party's service consistent with 47 CFR § 51.325.

2.13.3 SBC-13STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for Lawful UNEs from affected wire center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension SBC-13STATE places on itself for orders from its End Users and other CLEC customers.

2.13.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of SBC-13STATE, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.14 Conditions for Access to Lawful UNEs

2.14.1 In order to access and use Lawful UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to Lawful UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify SBC-13STATE immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify SBC-13STATE shall constitute material breach of this Agreement.

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

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

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

2.15 New Combinations Involving Lawful UNEs

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

2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that SBC-13STATE might offer pursuant to Section 271 of the Act.

2.15.2 In the event that SBC-13STATE denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements

possessed by CLEC, SBC-13STATE shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC-13STATE shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.

2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.

2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:

2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, SBC-13STATE from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by SBC-13STATE. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect SBC-13STATE from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.

2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by SBC-13STATE, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any SBC-13STATE obligation to perform such functions or other actions. If those negotiations do not reach a

mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule –Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.

2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by SBC-13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

2.15.3.4 Upon notice by SBC-13STATE, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC-13STATE in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by SBC-13STATE under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by SBC-13STATE, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants SBC-13STATE to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC (as well as requests where CLEC also wants SBC-13STATE to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.

2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an SBC-13STATE Lawful UNE and the lawful network element(s) possessed by CLEC.

2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by SBC-13STATE under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests SBC-13STATE to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.

2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.15 apply only in situations where each of the following is met:

2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;

2.15.5.2 SBC-13STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.15.5.3 SBC-13STATE would not be placed at a disadvantage in operating its own network;

2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC-13STATE's network; and

2.15.5.5 CLEC is

2.15.5.5.1 unable to make the combination itself; or

2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if SBC-13STATE informs CLEC of such need to combine.

2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:

2.15.6.1 at an SBC-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement, or has established one of the UNE connection Methods described in Section 3;

2.15.6.2 for SBC CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.

2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by SBC-13STATE to CLEC. Thereafter, SBC-13STATE may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.

2.16 Conversion of Wholesale Services to Lawful UNEs

2.16.1 Upon request, SBC-13STATE shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, SBC-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.16.3 Except as agreed to by the Parties or otherwise provided hereunder, SBC-13STATE shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. SBC-13STATE may charge applicable service order charges and record change charges.

2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.

2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), SBC-13STATE may

convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an SBC-13STATE service.

2.16.5.2 SBC-13STATE may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

2.16.6 In requesting a conversion of an SBC-13STATE service, CLEC must follow the guidelines and ordering requirements provided by SBC-13STATE that are applicable to converting the particular SBC-13STATE service sought to be converted.

2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC-13STATE's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.17 Commingling

2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.

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

2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an SBC-12STATE offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).

2.17.1.3 Commingling is not permitted, nor is SBC-13STATE required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair SBC-13STATE's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place SBC-13STATE at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC-13STATE's network.

2.17.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.17.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE with Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that SBC-12STATE might offer pursuant to Section 271 of the Act.

2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, SBC-13STATE shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from SBC-13STATE to the extent required by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

2.17.3 Upon request, and subject to this Section 2, SBC-13STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling), except that SBC-13STATE shall have

no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.17.1.3 applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, SBC-13STATE's obligation to commingle ceases if SBC-13STATE informs CLEC of such need to Commingle.

2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from SBC-13STATE are available to CLEC, including without limitation:

2.17.3.1.1 at an SBC-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

2.17.3.1.2 for SBC CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.

2.17.3.2 Section 2.17.3(ii) shall only begin to apply thirty (30) days after notice by SBC-13STATE to CLEC. Thereafter, SBC-13STATE may invoke Section 2.17.3(ii) with respect to any request for Commingling.

2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for SBC-13STATE to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.

2.17.4.1 SBC-13STATE is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.

2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC-13STATE sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.

2.17.4.3 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by SBC-13STATE under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC-13STATE to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.

2.17.5 SBC-13STATE shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. SBC-13STATE shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.

2.17.6 Nothing in this Agreement shall impose any obligation on SBC-13STATE to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that SBC-13STATE shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

2.17.7 In the event that Commingling also involves SBC-13STATE performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.

2.17.8 Subject to this 2.17, SBC-13STATE shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC-13STATE.

2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, SBC-12STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass SBC-12STATE offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).

2.18 Mandatory Eligibility Criteria for Access to Certain Lawful UNEs

2.18.1 Except as provided below in this Section 2.18 or elsewhere in the Agreement and subject to this Section and Section 2.16, Conversion of Wholesale Services to UNEs, of this Appendix, SBC-13STATE shall provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

2.18.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix (*e.g.*, the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).

2.18.2 SBC-13STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

2.18.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

2.18.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC-13STATE local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and

2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

2.18.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

2.18.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE; and

2.18.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix Lawful UNE; and

2.18.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix; and

2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC-13STATE shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

2.18.3 A collocation arrangement meets the requirements of Section 2.18 of this Appendix Lawful UNE if it is:

2.18.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC-13STATE's premises within the same LATA as the End User's premises, when SBC-13STATE is not the collocator; or

2.18.3.2 Located at a third party's premises within the same LATA as the End User's premises, when SBC-13STATE is the collocator.

2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

2.18.5 For a new circuit to which Section 2.18.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC-13STATE provisions such new circuit. CLEC must provide SBC-13STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

2.18.6 CLEC must provide the certification required by Section 2.18 on a form provided by SBC-13STATE, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.

2.18.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with SBC-13STATE.

2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, SBC-13STATE may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon SBC-13STATE's written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.

2.18.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.

2.18.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.

2.18.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.18, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC-13STATE may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC-13STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.18 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, *e.g.*, SBC-13STATE shall not have to wait the

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

2.18.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.18, CLEC must reimburse SBC-13STATE for the cost of the independent auditor and for SBC-13STATE's costs in the same manner and using the same methodology and rates that SBC-13STATE is required to pay CLEC's costs under Section 2.18.7.4.2.

2.18.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.18, SBC-13STATE must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

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

2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.18 in all cases and, further, the failure of SBC-13STATE to require such compliance, including if SBC-13STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.19 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, SBC-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.20 SBC-13STATE will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNEs.

2.21 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNEs from SBC-13STATE. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any SBC-13STATE tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to enforce the foregoing (including if SBC-13STATE fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC-13STATE may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, SBC-13STATE may process any such order as being submitted under this Appendix Lawful UNEs and, further, may convert any element provided under tariff, to this Appendix Lawful UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

3. ACCESS TO LAWFUL UNE CONNECTION METHODS

3.1 Subject to Section 2 of this Appendix Lawful UNEs, SBC-13STATE shall provide Access to Lawful UNE Connection Methods under the following terms and conditions.

3.2 This Section describes the connection methods under which SBC-13STATE agrees to provide CLECs with access to Lawful UNEs under this Appendix Lawful UNEs and the conditions under which SBC-13STATE makes these methods available. These methods provide CLEC access to multiple SBC-13STATE Lawful UNEs that the CLEC may then combine. The methods listed below provide CLEC with access to Lawful UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.2.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine Lawful UNE Local Loops within a requested SBC-13STATE Central Office.

3.2.1.1 (Method 1)

SBC-13STATE will extend SBC-13STATE Lawful UNEs requiring cross connection to the CLEC's Physical or Virtual Collocation Point of Termination (POT) when the CLEC is Physically Collocated, e.g. in a caged, cageless or shared cage arrangement or Virtually Collocated, within the same Central Office where the Lawful UNEs which are to be combined are located. For Collocation terms and conditions refer to the Physical and Virtual Collocation Appendices.

3.2.1.2 (Method 2)

SBC-13STATE will extend SBC-13STATE Lawful UNEs that require cross connection to the CLEC's Lawful UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the Lawful UNEs which are to be combined are located.

3.2.1.3 (Method 3)

SBC-13STATE will extend SBC-13STATE Lawful UNEs to the CLEC's Lawful UNE frame that is located outside the SBC-13STATE Central Office where the Lawful UNEs are to be combined in a closure such as a cabinet provided by SBC-13STATE on SBC-13STATE property.

3.3 The following terms and conditions apply to Methods 2 and 3 when SBC-13STATE provides access to Lawful UNEs pursuant to Sections 3.2.1. 2 and 3.2.1.3:

3.3.1 The CLEC may cancel the request at any time, but will pay SBC-13STATE's reasonable and demonstrable costs for modifying SBC-13STATE's Central Office up to the date of cancellation.

3.3.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

3.3.3 CLEC shall refer trouble sectionalized in the SBC-13STATE Lawful UNE to SBC-13STATE.

3.3.4 Prior to SBC-13STATE providing access to Lawful UNEs under this Appendix, CLEC and SBC-13STATE shall provide each other with a point of contact for overall coordination.

3.3.5 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect Lawful UNEs when CLEC combines or disconnects Lawful UNEs.

3.3.6 CLEC shall designate each Lawful UNE being ordered from SBC-13STATE. CLEC shall provide an interface to receive assignment information from SBC-13STATE regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.

3.3.7 SBC-13STATE will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-13STATE shall be referred to such contact numbers.

3.3.8 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to Lawful UNEs.

3.3.8.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-13STATE Lawful UNEs will be made on an individual case basis (ICB).

3.3.8.2 SBC-13STATE will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the building.

4. ADJACENT LOCATION

4.1 Consistent with Section 2.1 of this Appendix Lawful UNEs, SBC CALIFORNIA shall provide Adjacent Location provision under the following terms and conditions.

4.2* This Section describes the Adjacent Location Method for accessing Lawful UNEs. This Section also provides the conditions in which SBC CALIFORNIA offers the Adjacent Location Method.

4.3* The Adjacent Location Method allows a CLEC to access Lawful UNEs for a CLEC location adjacent to a SBC CALIFORNIA Central Office as identified by SBC CALIFORNIA. Under this method SBC CALIFORNIA Lawful UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.

4.4* This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the SBC CALIFORNIA Central Office. The CLEC shall provide enough slack for SBC CALIFORNIA to pull the cable into the Central Office and terminate the cable on the Central Office of its choosing.

4.5* The CLEC will obtain all necessary rights of way, easements, and other third party permissions.

4.6* The following terms and conditions apply when SBC CALIFORNIA provides the adjacent location:

4.6.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

4.7* The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.

4.8* The CLEC will provide the excess cable length necessary to reach the SBC CALIFORNIA frame in the SBC CALIFORNIA Central Office where CLEC requests connection.

4.9* The CLEC will be responsible for testing and sectionalization of facilities from the End User's location to the entrance manhole.

4.10* The CLEC should refer any sectionalized trouble determined to be in SBC CALIFORNIA's facilities or CLEC facilities in SBC CALIFORNIA's control to SBC CALIFORNIA.

4.11* The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to SBC CALIFORNIA (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.

4.12* In order for SBC CALIFORNIA to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. SBC CALIFORNIA will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.

4.13* The CLEC will retain all assignment control. SBC CALIFORNIA will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the SBC CALIFORNIA frame.

4.14* The CLEC will pay Time and Materials charges when SBC CALIFORNIA dispatches personnel and failure is in the CLEC's facility.

* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1

4.15* SBC CALIFORNIA will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. SBC CALIFORNIA limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

4.16* Prior to SBC CALIFORNIA providing the Adjacent Location Method in this Appendix, the CLEC and SBC CALIFORNIA shall provide each other with a single point of contact for overall coordination.

4.17* The Adjacent Location Method of Accessing Lawful UNEs only allows for copper cable termination.

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6. BONA FIDE REQUEST

6.1 Subject to Section 2, SBC-13STATE shall process BFR requests under the following terms and conditions in this subsection.

6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the SBC-10STATE and SBC NEVADA Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the SBC CONNECTICUT Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the SBC CALIFORNIA Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by SBC-13STATE.

6.3 Item I

SBC-10STATE, SBC NEVADA Bona Fide Request Process

6.3.1 A Bona Fide Request ("BFR") is the process by which CLEC may request SBC-10STATE, SBC NEVADA to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by SBC-10STATE, SBC NEVADA but that is not available under this Agreement at the time of CLEC's request.

6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

6.3.4 CLEC is responsible for all costs incurred by SBC-10STATE, SBC NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC-10STATE, SBC NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:

6.3.4.1 Include with its BFR Application Form a $2,000 deposit to cover SBC-10STATE, SBC NEVADA's preliminary evaluation costs, in which case SBC-10STATE, SBC NEVADA may not charge CLEC in excess of $2,000 to complete the Preliminary Analysis; or

6.3.4.2 Not make the $2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by SBC-10STATE, SBC NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

6.3.5 If CLEC submits a $2,000 deposit with its BFR, and SBC-10STATE, SBC NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-

10STATE, SBC NEVADA will return the $2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay SBC-10STATE, SBC NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-10STATE, SBC NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

6.3.7 SBC-10STATE, SBC NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-10STATE, SBC NEVADA will acknowledge receipt of the BFR and in such acknowledgement advice CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once SBC-10STATE, SBC NEVADA has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR SBC-10STATE, SBC NEVADA will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that SBC-10STATE, SBC NEVADA will offer the Request to CLEC or (ii) advise CLEC that SBC-10STATE, SBC NEVADA will not offer the Request. If SBC-10STATE, SBC NEVADA indicates it will not offer the Request, SBC-10STATE, SBC NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by SBC-10STATE, SBC NEVADA under the Act and/or, (iii) that the BFR is not the correct process for the request.

6.3.9 If the Preliminary Analysis indicates that SBC-10STATE, SBC NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for SBC-10STATE, SBC NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by SBC-10STATE, SBC NEVADA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to SBC-10STATE, SBC NEVADA all demonstrable costs as set forth above. Any request by CLEC for SBC-10STATE, SBC NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-10STATE, SBC NEVADA shall provide to CLEC a BFR Quote.

6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-10STATE, SBC NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If SBC-10STATE, SBC NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse SBC-10STATE, SBC NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

6.3.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

6.3.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

6.4* Item II

SBC CONNECTICUT Bona Fide Request Process

6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to SBC CONNECTICUT, with the following exceptions:

6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new Lawful UNEs, provided the request is not covered by one of the following conditions:

6.4.2.1 The Lawful UNEs requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

6.4.2.2 The Lawful UNEs requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state Commission or an industry standards body.

6.4.2.3 The Lawful UNEs requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, SBC CONNECTICUT will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for SBC CONNECTICUT to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by SBC CONNECTICUT after SBC CONNECTICUT submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for SBC CONNECTICUT to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time SBC CONNECTICUT receives the written notice of cancellation from CLEC. However, if SBC CONNECTICUT receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by SBC CONNECTICUT or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: SBC CONNECTICUT will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SBC CONNECTICUT will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once SBC CONNECTICUT has received a complete and accurate BFR Application Form.

6.4.6 SBC CONNECTICUT will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

* Section 6.4 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

6.4.7 For SBC CONNECTICUT, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

6.5 Item III

SBC CALIFORNIA Bona Fide Request Process

6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to SBC CALIFORNIA, with the following exceptions:

6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which CLEC may request SBC CALIFORNIA to provide CLEC access to an additional or new, undefined Lawful UNE.

6 5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by SBC CALIFORNIA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC CALIFORNIA will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that SBC CALIFORNIA will offer the request. The Preliminary Analysis provided by SBC CALIFORNIA will include cost categories (material, labor and other) and high level costs for the request. SBC CALIFORNIA will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).

6.5.6 If the BFR is denied, SBC CALIFORNIA will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.

6.5.7 If SBC CALIFORNIA refers CLEC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

7. NETWORK INTERFACE DEVICE

7.1 Subject to Section 2 of this Appendix Lawful UNE, SBC-13STATE shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.

7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to SBC-13STATE's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point

* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-13STATE offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (SBC-12STATE) or by tariff (SBC CONNECTICUT).

7.3 SBC-12STATE will permit CLEC to connect its local loop facilities to End Users' premises wiring through SBC-12STATE's Lawful UNE NID, or at any other technically feasible point.

7.4 CLEC may connect to the End User's premises wiring through the SBC-12STATE Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by SBC-12STATE based on Time and Material charges. SBC-12STATE, at the request of CLEC, will disconnect the SBC-12STATE local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.

7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC-12STATE's Lawful UNE NID where necessary.

7.6 The SBC-12STATE Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by SBC-12STATE to serve its End Users.

7.7 CLEC shall not attach to or disconnect SBC-12STATE's ground. CLEC shall not cut or disconnect SBC-12STATE's loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.

7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with SBC-12STATE's Lawful UNE NID, can disconnect the End User's wiring from SBC-12STATE's Lawful UNE NID and reconnect it to the CLEC's NID.

7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, SBC-12STATE will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. LAWFUL UNE LOCAL LOOP

8.1 Subject to Section 2 of this Appendix Lawful UNEs, SBC-13STATE shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.

8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, SBC-13STATE will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that SBC-13STATE shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC-13STATE. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [*e.g.*, DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Lawful UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Lawful UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and

available in SBC-13STATE wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.

8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to SBC-13STATE via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay SBC-13STATE for any HVPE that is provisioned by SBC-13STATE to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.

8.3 The following types of Lawful UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix (SBC-12STATE) or by tariff (SBC-CONNECTICUT) and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC-CONNECTICUT):

8.3.1 2-Wire Analog Loop

8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

8.3.1.2 If CLEC requests one or more Lawful UNE loops serviced by Integrated Digital Loop Carrier (IDLC) SBC-12STATE will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE loop at no additional charge to CLEC. If, however, no spare Lawful UNE loop is available, as defined above, SBC-12STATE will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

8.3.2 4-Wire Analog Loop

8.3.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

8.3.3 2-Wire Digital Loop

8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

8.3.4 DS1 Digital Loop

8.3.4.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.

8.3.4.2 DS1 Lawful UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

8.3.4.4 DS1 Loop "Caps"

8.3.4.4.1 SBC 13-STATE is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC-13STATE's option it may accept the order, but convert any requested DS1 Lawful UNE Loop(s)

in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-13STATE Central Office to the end user premises.

8.3.5.2 DS3 Lawful UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 SBC 13-STATE is not obligated to provide to CLEC more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC-13STATE's option it may accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

8.4 Declassification Procedure

8.4.1 DS1. Subject to the cap described in Section 8.3.4.4.1, SBC-13STATE shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building ***not*** served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

8.4.2 DS3. Subject to the cap described in Section 8.3.5.4.1, SBC-13STATE shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building ***not*** served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

8.4.3 Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNEs under this Agreement, SBC-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure."

8.4.3.1 Products provided by SBC-13STATE in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 "Notice and Transition Procedure" where such Loops are Declassified.

8.4.4 The Parties agree that activity by SBC-13STATE under this Section 8.4 shall not be subject to the Network Disclosure Rules.

8.5 Routine Network Modifications – Lawful UNE Local Loops

8.5.1 SBC-13STATE shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. SBC-13STATE shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.2 A routine network modification is an activity that SBC-13STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that SBC-13STATE does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. SBC-13STATE will place drops in the same manner as it does for its own customers.

8.5.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility.. SBC-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

8.5.4 SBC-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC-13STATE's retail customers.

8.5.5 This Agreement does not require SBC-13STATE to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent SBC-13STATE has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; to deploy TDM voice grade transmission capacity into new or existing networks that never had TDM capability; nor does this Agreement prohibit SBC-13STATE from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC-13STATE complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).

8.5.6 Notwithstanding anything to the contrary herein, SBC-13STATE's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and, as to access to the TDM capabilities of SBC-13STATE's hybrid loops, only with respect to any existing capabilities of SBC-13STATE's hybrid loops. SBC-13STATE has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.

8.5.7 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff, as such tariff may be modified from time to time (SBC CONNECTICUT). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

8.6 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.

8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the SBC-12STATE states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

9. LAWFUL UNE SUBLOOPS

9.1 Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.

9.2 SBC-12STATE will provide copper Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, SBC CONNECTICUT does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.

9.2.1 A Lawful UNE Subloop is a smaller included segment of SBC-12STATE's Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond SBC-12STATE's central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which SBC-12STATE's owns and controls inside the End User premises.

9.3 Definitions pertaining to the Lawful UNE Subloop

9 3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.

9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Lawful UNE Subloop transport.

9 3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.

9.3.6 "MTE" for the purpose of Term To NID Lawful UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

9.3.8 "SAI/FDI-to-Term Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.

9 3.9 "SAI/FDI-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user's premise.

9.3.10 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, SBC-12STATE will construct a SPOI only to those multiunit premises where SBC-12STATE has distribution facilities to the premises and SBC-12STATE either owns, controls, or leases the inside wire, if any, at such premises. If SBC-12STATE has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. SBC-12STATE's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.

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

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

9.4 SBC-12STATE will offer the following Lawful UNE Subloop types:

9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the SBC-12STATE states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.

9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement,whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE provides a subloop(s) that is not described or provided for in this Agreement, SBC-13STATE may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to refuse to provide, including if SBC-13STATE provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

9.5 Intentionally Left Blank.

9.6 Lawful UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-

defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

9.8 Copper Lawful UNE Subloops

9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

9.9 CLEC may request access to the following copper Lawful UNE Subloop segments:

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

9.10 Provisioning

9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).

9.10.2 Spare Lawful UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

9.11 Maintenance

9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the SBC-12STATE switch/testing equipment will be lost.

9 11.2 CLEC shall isolate trouble to the SBC-12STATE Lawful UNE Subloop portion of the CLEC's service before reporting trouble to SBC-12STATE.

9.11.3 SBC-12STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC-12STATE on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due SBC-12STATE is received, the CLEC may place a LSR for Subloops at this location. Prices at which SBC-12STATE agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Appendix Pricing.

9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, SBC-12STATE repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, SBC-12STATE will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.12 Lawful UNE Subloop Access Arrangements

9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop

Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC-12STATE Lawful UNE Subloop network.

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

9 12.3 Upon receipt of a complete and correct application, SBC-12STATE will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.

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

9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.

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

9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where SBC-12STATE has placed the equipment necessary for the SAA prior to submitting the request for SCA.

9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.

9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to SBC-12STATE written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. SBC-12STATE will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, SBC-12STATE will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a SBC-12STATE technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into SBC-12STATE's interconnection point.

9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow SBC-12STATE to properly engineer access to each SAI and to ensure SBC-12STATE does not provide more available terminations than the CLEC expects to use.

9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

9.12.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.

9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC-12STATE for removal of their facilities from the SAA.

9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points

9.13.1 SAI/FDI, ECS, SPOI, or Terminal

9.13.1.1 CLEC cable to be terminated in a SBC-12STATE SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

9.13.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that SBC-12STATE will terminate on available binding posts in the SAI/FDI or Terminal.

9.13.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC-12STATE will stub out a cable from the SAI/FDI or Terminal, which SBC-12STATE will splice to the CLEC cable at the meet point.

9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.

9.14 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID

9 14.1 SBC-12STATE shall notify CLEC of pending relocation as soon as SBC-12STATE receives such notice.

9 14.2 CLEC shall notify SBC-12STATE of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.

9 14.3 SBC-12STATE shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and SBC-12STATE engineer.

9.14.4 CLEC shall notify SBC-12STATE of acceptance or rejection of the new SCA within 10 business days of its receipt of SBC-12STATE's estimate.

9.14.5 Upon acceptance of the SBC-12STATE estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify SBC-12STATE of their acceptance of estimate costs.

9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC-12STATE as to the date that SBC-12STATE may remove CLEC's facilities from that SAA. CLEC will pay SBC-12STATE for all costs associated with the removal of the CLEC's SAA.

9.14.7 In the event that CLEC does not respond to SBC-12STATE in time to have their facilities relocated, SBC-12STATE shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.

9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment

9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease SBC-12STATE Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in SBC-12STATE ("Term to NID MTE Lawful UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from SBC-12STATE within the intermediary box (in order to obtain access to SBC-12STATE Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access SBC-12STATE Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.

9.15.1.2 The intermediary box shall contain blocks that meet SBC-12STATE's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the SBC-12STATE technician the ability to run jumper/cross connect from SBC-12STATE terminal to the intermediary box.

9.15.1.3 LEC agrees that the SBC-12STATE technician shall run the jumper/cross-connect from SBC-12STATE's serving terminal to CLEC's intermediary box, in order for CLEC to access SBC-12STATE Term to NID MTE Lawful UNE Subloop Segments in SBC-12STATE. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's intermediary box.

9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from SBC-12STATE.

9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to SBC-12STATE associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User's service from SBC-12STATE to CLEC, providing SBC-12STATE with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).

9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to SBC-12STATE by CLEC via a Local Service Request ("LSR").

9.15.1.7 SBC-12STATE will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the SBC-12STATE terminal to the CLEC intermediary box. SBC-12STATE must have access to the intermediary box for completion of the order.

9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in SBC-12STATE only, CLEC may elect to lease from SBC-12STATE Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from SBC-12STATE in lieu of SBC-12STATE's standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.

9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When no Intermediary Box is installed

9.16.1 In those instances where CLEC elects not to install an intermediary box or to have SBC-12STATE install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from SBC-12STATE Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from SBC-12STATE in lieu of

SBC-12STATE's standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, SBC-12STATE will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The SBC technician will tag appropriately and will leave up to two feet of exposed wire at SBC-12STATE's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's terminal.

9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the SBC-12STATE SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the SBC-12STATE cross-connect, SBC-12STATE could not require any CFA information from CLEC.

10. ENGINEERING CONTROLLED SPLICE (ECS)

10.1 Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

10.2 SBC-12STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC-12STATE, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.

10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

10.3.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that SBC-12STATE will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If SBC-12STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.

10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC-12STATE places more pairs at the splice.

10.3.3 Although SBC-12STATE will construct the engineering controlled splice, the ECS maybe owned by SBC-12STATE or the CLEC (depending on the specific arrangement) at the option of SBC-12STATE.

10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

10.3.5 SBC-12STATE may require a separate SCA for each remote terminal site.

10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to be provisioned by SBC-12STATE. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. SBC-12STATE will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, SBC-12STATE will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the

balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

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

10.4.1 Dedicated Facility Option (DFO)

10.4.1.1 CLEC may request SBC-12STATE splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent Lawful UNE Subloop orders.

10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

10.4.1.3 CLECs will compensate SBC-12STATE for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to the CLEC between the ECS and the SAI.

10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 CLEC may request SBC-12STATE build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC-12STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC-12STATE cabling.

10.4.2.3 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 CLECs will compensate SBC-12STATE for the charges incurred by SBC-12STATE derived from the CLEC's request for the SCA.

10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

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

11. RESERVED

12. RESERVED

13. DS1 AND DS3 DEDICATED TRANSPORT

13.1 Subject to Section 2 of this Appendix Lawful UNEs, SBC-13STATE shall provide Lawful UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as SBC-13STATE interoffice transmission facilities between wire centers or switches owned by SBC-13STATE, or between wire centers or switches owned by SBC-13STATE and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

13.2.1.1 SBC-13STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of SBC-13STATE wire centers.

13.2.2 A "route" is defined as a transmission path between one of SBC-13STATE's wire centers or switches and another of SBC-13STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more

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

13.3 SBC-13STATE will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.

13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.2 Other than as specifically set forth elsewhere in this Agreement, SBC CONNECTICUT does not offer Lawful UNE DS1/DS3 Dedicated Transport under this Agreement. Rather, it is available as described in Section 18 of the Connecticut Access Service Tariff.

13.3.3 SBC-13STATE will provide Lawful UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

13.3.4 Lawful UNE DS1 and DS3 Transport includes, as follows:

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

13.3.4.2 Other Optional features are outlined in Appendix Pricing.

13.3.5 DS3 Transport "Caps"

13.3.5.1 SBC 13-STATE is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at SBC-13STATE's option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

13.3.6 DS1 Transport "Caps"

13.3.6.1 SBC 13-STATE is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at SBC-13STATE's option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning

13.4 Diversity

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

13.4.2 SBC-12STATE shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by SBC-12STATE for CLEC specific diversity. SBC-12STATE will advise CLEC of the applicable additional charges. SBC-12STATE will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Declassification Procedure

13.5.1 Wire Center "Tiers" -- For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

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

(ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

(iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

13.5.2 DS1 Transport Declassification

13.5.2.1 Subject to the cap described in Section 13.3.6, SBC-13STATE shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC-13STATE must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

13.5.3 DS3 Transport Declassification

13.5.3.1 Subject to the cap described in Section 13.3.5, SBC-13STATE shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC-13STATE must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

13.5.4 Effect on Embedded Base. Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNEs under this Agreement, SBC-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure."

13.5.5 Products provided by SBC-13STATE in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 "Notice and Transition Procedure" where such Transport is Declassified.

13.6 The Parties agree that activity by SBC-13STATE under this Section 13.5 shall not be subject to the Network Disclosure Rules.

13.7 Routine Network Modifications – Lawful UNE Dedicated Transport

13.7.1 SBC-13STATE shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. SBC-13STATE shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.7.2 A routine network modification is an activity that SBC-13STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

13.7.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. SBC-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

13.7.4 SBC-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC-13STATE's retail customers.

13.7.5 Notwithstanding anything to the contrary herein, SBC-13STATE's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.

13.7.6 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff, as such tariff may be modified from time to time (SBC CONNECTICUT). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

14. DARK FIBER DEDICATED TRANSPORT

14.1 Subject to Section 2 of this Appendix Lawful UNEs, SBC-12STATE shall provide Lawful UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. SBC-13STATE is not required to provide Loop Dark Fiber on an unbundled basis. (For definitional purposes only, Loop Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications service.)

14.2 In SBC-12STATE, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within SBC-12STATE's network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, SBC CONNECTICUT does not offer dedicated transport dark fiber under this Agreement; rather, unbundled dedicated transport dark fiber is available to CLECs as described in Section 18.2.1N of the Connecticut Service Tariff.

14.3 Lawful UNE Dedicated Transport Dark Fiber

14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, SBC-12STATE will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as SBC-12STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within SBC-12STATE's network, connecting SBC-12STATE switches or wire centers within a LATA. SBC-12STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of SBC-12STATE wire centers. SBC-12STATE will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each SBC-12STATE CO where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.

14.4 A "route" is defined as a transmission path between one of SBC-12STATE's wire centers or switches and another of SBC-12STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for SBC-12STATE's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

14.6 Determining Spare Fibers

14.6.1 SBC-12STATE will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

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

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

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

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

14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares.

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

14.6.1.3 SBC-12STATE growth fibers. Fibers documented as reserved by SBC-12STATE for utilization for growth within the 12 month–period following the carrier's request.

14.6.2 The appropriate SBC-12STATE engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber.

14.7 Quantities and Time Frames for ordering Lawful UNE Dedicated Transport Dark Fiber

14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, SBC-12STATE will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)

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

14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, SBC-12STATE will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.

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

14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber

14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, SBC-12STATE's right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.

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

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

14.9 Access Methods specific to Lawful UNE Dedicated Transport Dark Fiber

14.9.1 The demarcation point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices and End User premises will be in an SBC-12STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.

14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber

14.10.1 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 or End User equipment.

14.11 Dark Fiber Transport Declassification

14.11.1 SBC-13STATE shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC-13STATE must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).

14.11.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, SBC-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure," and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC-12STATE.

14.11.3 Products provided by SBC-12STATE in conjunction with Lawful UNE Dedicated Transport Dark Fiber , if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.

14.11.4 The Parties agree that activity by SBC-12STATE under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Routine Network Modifications

14.12.1 SBC-12STATE shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. SBC-12STATE shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

14.12.2 A routine network modification is an activity that SBC-12STATE regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and SBC-12STATE is not obligated to perform those activities for a requesting Telecommunications Carrier.

14.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. SBC-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

14.12.4 SBC-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC-13STATE's retail customers.

14.12.5 Notwithstanding anything to the contrary herein, SBC-13STATE's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.

14.12.6 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff, as such tariff may be modified from time to time (SBC CONNECTICUT). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

15. RESERVED

16. 911 OR E911 DATABASE

16.1 Access to the SBC-13STATE 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC-13STATE's databases and information. SBC-13STATE will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 SBC-13STATE shall provide Cross Connects under the following terms and conditions in this subsection. SBC-13STATE shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect SBC-13STATE Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.

18.2 The cross connect is the media between the SBC-7STATE Lawful UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a SBC-7STATE Lawful UNE and a Collocation area for the purpose of permitting the CLEC to connect the SBC-7STATE Lawful UNE to other Lawful UNEs or to the CLEC's own facilities. Where SBC-7STATE has otherwise committed to connect one Lawful UNE to another Lawful UNE on behalf of CLEC, or to leave connected one Lawful UNE to another Lawful UNE on behalf of CLEC the cross connect is the media between one SBC-7STATE Lawful UNE and another SBC-7STATE Lawful UNE. Nothing in this section is a commitment to connect or leave connected any two or more Lawful UNEs.

18.3 SBC-7STATE will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for SBC MIDWEST REGION 5-STATE is provided as set forth in Appendix Pricing. For all other cross-connect pricing for SBC CONNECTICUT refer to the applicable state tariff.

18.4 The applicable Lawful UNE Loop cross connects to point of access for the purpose of CLEC combining a SBC-13STATE Lawful UNE Loop with another SBC-13STATE Lawful UNE are as follows:

18.4.1 2-Wire Analog Loop to Lawful UNE Connection Methods point of access

18 4.2 4-Wire Analog Loop to Lawful UNE Connection Methods point of access

18.4.3 2-Wire Digital Loop to Lawful UNE Connection Methods point of access

18.5 The applicable Loop cross connects for the purpose of CLEC connecting a SBC SOUTHWEST REGION 5-STATE and SBC NEVADA Lawful UNE Loop to a CLEC's Collocated facilities are as follows:

18.5.1 2-Wire Analog Loop to Collocation

18.5.2 2-Wire Analog Loop to Collocation (without testing)

18.5.3 4-Wire Analog Loop to Collocation

18.5.4 4-Wire Analog Loop to Collocation (without testing)

18.5.5 2-Wire Digital Loop to Collocation

18.5.6 2-Wire Digital Loop to Collocation (without testing)

18.5.7 2-Wire DSL Shielded Cross Connect to Collocation

18.5.8 4-Wire DSL Shielded Cross Connect to Collocation

18.5.9 2-Wire DSL non-shielded Cross Connect to Collocation

18.5.10 4-Wire DSL non-shielded Cross Connect to Collocation

18.6 The applicable cross connect for SBC MIDWEST REGION 5-STATE Lawful UNE Loop is as follows:

18.6.1 2-Wire Analog

18.6.2 4-Wire Analog

18.6.3 DS-1

18.6.4 DS-3

18.6.5 DS-3 Loop to Collocation

18.6.6 2-Wire Digital

18.7 The applicable Lawful UNE Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a SBC CALIFORNIA Lawful UNE Loop with a CLEC's own facilities are as follows:

18.7.1 2-Wire Analog Loop to Adjacent Location Method point of access

18.7.2 4-Wire Analog Loop to Adjacent Location Method point of access

18.7.3 2-Wire Digital Loop to Adjacent Location Method point of access

18.7.4 DSL shielded Cross Connect to Adjacent Location point of access

18.8 The applicable cross connects for the purpose of a CLEC connecting a SBC CALIFORNIA Lawful UNE Loop or Lawful UNE DS1 or DS3 Dedicated Transport to a CLEC's Collocated facility are as follows:

18.8.1 Voice Grade/ISDN EISCC

18.8.2 DS-0 EISCC

18.8.3 DSL Shielded Cross Connect to Collocation

18.8.4 DS-1 EISCC

18.8.5 DS-3 EISCC

18.9 The applicable cross connect for SBC MIDWEST REGION 5-STATE Lawful UNE Dedicated Transport is as follows:

18.9.1 DS-1

18.9.2 DS-3

18.9 The applicable dedicated transport cross connects for the purpose of CLEC connecting an SBC SOUTHWEST REGION 5-STATE and SBC NEVADA dedicated transport UNE to a CLEC's Collocated facilities are as follows:

18.7.1 DS-1 to Collocation

18.7.2 DS-3 Collocation

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

19.1 Access to Lawful UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC-13STATE may elect at its own discretion. SBC-13STATE will provide access to Lawful UNEs where technically feasible. Where facilities and equipment are not available, SBC-13STATE shall not be required

to provide Lawful UNEs. However, CLEC may request and, to the extent required by law, SBC-13STATE may agree to provide Lawful UNEs, through the Bona Fide Request (BFR) process.

19.2 Subject to the terms herein, SBC-13STATE is responsible only for the installation, operation and maintenance of the Lawful UNEs it provides. SBC-13STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNEs.

19.3 Where Lawful UNEs provided to CLEC are dedicated to a single End User, if such Lawful UNEs are for any reason disconnected they shall be made available to SBC-13STATE for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.

19.4 CLEC shall make available at mutually agreeable times the Lawful UNEs provided pursuant to this Appendix in order to permit SBC-13STATE to test and make adjustments appropriate for maintaining the Lawful UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

19.5 CLEC's use of any SBC-13STATE Lawful UNE, or of its own equipment or facilities in conjunction with any SBC-13STATE Lawful UNE, will not materially interfere with or impair service over any facilities of SBC-13STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC-13STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.

19.6 When a SBC-13STATE provided tariffed or resold service is replaced by CLEC's facility-based service using any SBC-13STATE provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNEs. These requests will be processed by SBC-13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-13STATE provided Lawful UNEs is converted to a different CLEC's service which also uses any SBC-13STATE provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-13STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

19.7 CLEC shall connect equipment and facilities that are compatible with the SBC-13STATE Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

19.8 CLEC shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with SBC-13STATE's network.

19.8.1 SBC-13STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and SBC-13STATE dispatches personnel to the End User's premises or an SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

19.9 CLEC shall pay Time and Material charges when SBC-13STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-13STATE or in detariffed CPE provided by SBC-13STATE, unless covered under a separate maintenance agreement.

19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

19.11 If CLEC issues a trouble report allowing SBC-13STATE access to End User's premises and SBC-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-13STATE personnel are dispatched. Subsequently, if SBC-13STATE personnel are allowed access to the premises, these charges will still apply.

19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-13STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-13STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-13STATE performed other than on a normally scheduled workday.

19.12.1 If CLEC requests or approves an SBC-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

19.13 Maintenance of Elements

19.13.1 If trouble occurs with Lawful UNEs provided by SBC-13STATE, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC-13STATE's equipment and/or facilities, CLEC will issue a trouble report to SBC-13STATE.

19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and SBC-13STATE dispatches personnel to the End User's premises or an SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

APPENDIX WHITE PAGES

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APPENDIX WHITE PAGES
(WHITE PAGES DIRECTORY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful 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 directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. SERVICE PROVIDED

2.1 SBC-13STATE publishes alphabetical White Pages directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate SBC-13STATE White Pages directories.

2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.

2.3 SBC-13STATE will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.4 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. When CLEC provides its subscriber listing information to SBC-13STATE listings database, CLEC will receive for its End User, one primary listing in SBC-13STATE White Pages directory and a listing in SBC-13STATE's directory assistance database.

2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC-13STATE will assess CLEC a monthly charge for such

listings at SBC-13STATE tariff rates. An additional monthly charge at SBC-13STATE's tariff rate applies when CLEC wishes to list an End User in SBC-13STATE's Directory Assistance database but does not wish to have its End User listed in SBC-13STATE's White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in SBC-13STATE's White Pages directory for a monthly charge at SBC-13STATE's tariff rate for those non-published, non-listed services.

2.4.1.1 In SBC SOUTHWEST REGION 5-STATE switch-based CLECs are billed at the retail tariff rate for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service. CLECs will be notified via Accessible Letter should the billing process change.

2.5 CLEC shall furnish to SBC-13STATE, 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-13STATE may require to prepare and print the alphabetical listings of said directory.

2.6 CLEC will provide accurate subscriber listing information of its subscribers to SBC-13STATE via a mechanical or manual feed of the directory listing information to SBC-13STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among SBC-13STATE's subscriber listing information. CLEC shall furnish to SBC-13STATE, 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-13STATE may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.

2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, SBC-8STATE shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to SBC-8STATE any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.

2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, SBC MIDWEST REGION 5-STATE shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to SBC MIDWEST REGION 5-STATE any necessary additions, deletions or modifications prior to the directory close date.

2.7 Directories

2.7.1 In SBC-8STATE, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of SBC-8STATE's 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.

2.7.1.1 SBC-7STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.

2.7.1.2 SBC CONNECTICUT White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.

2.7.2 SBC MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.

2.7.3 SBC-13STATE shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.

2.7.4 CLEC may arrange for additional directory distribution and other services with SBC-13STATE's directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.

2.8 SBC-8STATE will provide CLEC with 1/8th page, or the equivalent size as other local service providers listed on the same 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, no less than sixty (60) days prior to the directory close date, CLEC shall provide SBC-8STATE the information to be published on the information page according to the instructions provided on SBC CLEC Online web site. 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.

2.8.1 SBC MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for SBC MIDWEST REGION 5-STATE and other LECs. SBC MIDWEST REGION 5-STATE's directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to SBC MIDWEST REGION 5-STATE.

2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, at the prices set forth in the attached, state-specific Exhibit 1 to this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than SBC SOUTHWEST REGION 5-STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to SBC SOUTHWEST REGION 5-STATE the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 SBC-13STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as SBC-13STATE's subscriber listing information. In exchange for SBC-13STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC-13STATE to include and use the CLEC subscriber listing information provided to SBC-13STATE pursuant to this Appendix in SBC-13STATE's White Pages directory, SBC-13STATE's directory assistance 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 SBC-13STATE's use of CLEC's subscriber listing information in SBC-13STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 SBC-13STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SBC-13STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SBC-13STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC-13STATE.

4. PRICING

4.1 SBC-7STATE will deliver one copy per primary End User listing of SBC-7STATE White Pages, as described in Section 2.7 above, at no charge. SBC-7STATE has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.

4.1.1 The rates, if any, for SBC CONNECTICUT White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.

4.1.2 SBC MIDWEST REGION 5-STATE - The rates, if any, for SBC MIDWEST REGION 5-STATE White Page directories will be in accordance with a separate directory services agreement with SBC MIDWEST REGION 5-STATE's directory publishing affiliate.

5. LIABILITY

5.1 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SBC-13STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.2 CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (and/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 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-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 subscriber 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.

5.3 CLEC further agrees to pay all costs incurred by SBC-13STATE and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.

5.4 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.

6. BREACH OF CONTRACT

6.1 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-13STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.25 In SBC MIDWEST REGION 5-STATE, 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 MIDWEST REGION 5-STATE is facilitated via the existing LEC Settlement process in each state.

1.26 In SBC-2STATE, 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-2STATE is facilitated via the Message Exchange Appendix.

1.27 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 CONNECTICUT, is technically infeasible in SBC CONNECTICUT.

2. CLEARINGHOUSE DESCRIPTION

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

3. QUALIFYING MESSAGE CRITERIA

3.1 The only toll call messages that qualify for submission to SBC SOUTHWEST REGION 5-STATE for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over

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

4. RESPONSIBILITIES OF THE PARTIES

4.1 CLEC agrees that it will provide SBC SOUTHWEST REGION 5-STATE with billing records for CH processing that are in an industry standard format acceptable to SBC SOUTHWEST REGION 5-STATE and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this 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 SOUTHWEST REGION 5-STATE'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 SOUTHWEST REGION 5-STATE for CH processing, if needed.

4.3 SBC SOUTHWEST REGION 5-STATE will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC SOUTHWEST REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

4.4 CLEC will timely furnish to SBC SOUTHWEST REGION 5-STATE all CH Records required by SBC SOUTHWEST REGION 5-STATE to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. SBC SOUTHWEST REGION 5-STATE will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.

4.5 Presently, in operating the CH, SBC SOUTHWEST REGION 5-STATE relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

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

6. BILLING CHARGE

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

7. SETTLEMENT REPORT

7.1 SBC SOUTHWEST REGION 5-STATE will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by 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 SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SBC SOUTHWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SBC SOUTHWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.

9.2 CLEC agrees to indemnify and hold SBC SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE's performance of CH processing pursuant to this Attachment.

9.3 SBC SOUTHWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SBC SOUTHWEST REGION 5-STATE. Any losses or damage for which SBC SOUTHWEST REGION 5-STATE is held liable under this 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 SOUTHWEST REGION 5-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

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

XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT

xDSL Loops and xDSL Subloops and Line Splitting: SBC-12STATE will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

1.0 General:

1.1 Deployment of xDSL Technologies: SBC-12STATE will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 SBC-12STATE will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning SBC-12STATE is to perform in provisioning the order.

2.0 Loop Makeup Information and Ordering: SBC-12STATE will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in SBC-12STATE's Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in SBC-12STATE's databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to SBC-12STATE's advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that SBC-12STATE is providing to any other CLEC, SBC-12STATE's retail operations and/or its advanced services affiliate. SBC-12STATE's uniform GUI and application to application OSS interfaces allow CLEC, SBC-12STATE's retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3.0 Provisioning Intervals: SBC-12STATE's provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to SBC-12STATE's advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): five (5) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4.0 Loop Conditioning:

4.1 SBC-12STATE will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that SBC-12STATE perform some or all of the available

loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 Removal of All or Non-Excessive Bridged Tap ("RABT"):

4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to SBC-12STATE interferer information on the loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by SBC-12STATE that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.

4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any SBC-12STATE non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but SBC-12STATE does not guarantee the synchronization of any loop. SBC-12STATE In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC-12STATE LOC. SBC-12STATE LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where SBC-12STATE removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.

4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals SBC-12STATE provides to its advanced services affiliate. When SBC-12STATE determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC-12STATE, SBC-12STATE has no obligation to perform such conditioning.

4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by SBC-12STATE to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by SBC-12STATE to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

4.3 Maintenance, Repair and Testing: SBC-12STATE shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).

4.3.1 Maintenance Scope: SBC-12STATE's maintenance shall be as follows: (i) for loops 12,000 feet or less: SBC-12STATE maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that SBC-12STATE not perform any conditioning, SBC-12STATE maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that SBC-12STATE perform some or all of the available conditioning, 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. SBC-12STATE will resolve CLEC-referred trouble tickets in parity with the repair intervals SBC-12STATE provides its advanced services affiliate.

4.3.2 CLEC Submitted Trouble Ticket: If CLEC submits a trouble ticket to SBC-12STATE and the problem is determined by SBC-12STATE to be in CLEC's network, data equipment or splitter, CLEC shall pay SBC-12STATE, following SBC-12STATE closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact SBC-12STATE to advise that the trouble has been resolved.

4.3.3 Line and Station Transfer ("LST"): For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by SBC-12STATE to resolve a trouble, SBC-12STATE, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and SBC-12STATE determines that an LST can be performed, the SBC-12STATE LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an SBC-12STATE network-related problem, then CLEC will not be charged the LST rate or for SBC-12STATE's resolution of the trouble. If, however, the trouble is found not to be an SBC-12STATE network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.

5.0 Spectrum Management: The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise SBC-12STATE on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify SBC-12STATE if and when a change in PSD mask is made. SBC-12STATE shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. SBC-12STATE shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if SBC-12STATE and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.

6.0 Splitters: CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with SBC-12STATE's standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard SBC-12STATE configuration cabling and wiring in SBC-12STATE locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with SBC-12STATE's OSS.

7.0 Pricing/Rates:

7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.

7.2 In those instances specified herein, or in the event that SBC-12STATE agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC-12STATE technician time involved in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by SBC-12STATE are performed outside of standard business hours.

8.0 Definitions Applicable to this Appendix:

8.1 "All Bridged Tap" means both "Excessive" and "Non-excessive" Bridged Tap.

8.2 "Commission" means the applicable state agency(ies) with regulatory authority over telecommunications in each SBC-12STATE state.

8.3 "Excessive Bridged Tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

8.4 "Non-excessive Bridged Tap" as used herein shall refer to bridged tap less than 2,500 feet in total length.

8.5 "SBC-12STATE" as used herein means the applicable SBC-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.

8.6 "Splitter" as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

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

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

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

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

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

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

1.8 The prices at which SBC SOUTHWEST REGION 5-STATE 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 System" (BCC CATS) - 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 SBC SOUTHWEST REGION 5-STATE 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).

3.3 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) only when SBC SOUTHWEST REGION 5-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 SOUTHWEST REGION 5-STATE the charges for the services described in Section 3.2 which charges are earned by any LEC (including SBC SOUTHWEST REGION 5-STATE), 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 SOUTHWEST REGION 5-STATE. SBC SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE benefit, shall be remitted by CLEC to SBC SOUTHWEST REGION 5-STATE within thirty (30) calendar days of the date of SBC SOUTHWEST REGION 5-STATE bill to CLEC for such services.

4.4 SBC SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE) 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 SOUTHWEST REGION 5-STATE or another LEC for CLEC's benefit, shall be remitted by SBC

SOUTHWEST REGION 5-STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to SBC SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE may net amounts due to CLEC under this Appendix against amounts owed to SBC SOUTHWEST REGION 5-STATE when SBC SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. SBC SOUTHWEST REGION 5-STATE 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.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which SBC MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between SBC MIDWEST REGION 5-STATE and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.

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

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

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

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

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

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

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

2. DEFINITIONS

2.1 "Centralized Message Distribution System" (CMDS) – means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

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

2.2.1 New England Telephone Company
2.2.2 New York Telephone Company
2.2.3 Bell Atlantic, NJ
2.2.4 Bell Atlantic, PA
2.2.5 Bell Atlantic, DE
2.2.6 Bell Atlantic, DC
2.2.7 Bell Atlantic, MD
2.2.8 Bell Atlantic, VA
2.2.9 Bell Atlantic, WV

2.2.10 Southern Bell Telephone Company
2.2.11 South Central Bell Telephone Company
2.2.12 The Ohio bell Telephone Company d/b/a SBC Ohio
2.2.13 Michigan Bell Telephone Company d/b/a SBC Michigan
2.2.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
2.2.15 Illinois Bell Telephone Company d/b/a SBC Illinois
2.2.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
2.2.17 Northwestern Bell Telephone Company
2.2.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
2.2.19 Mountain Bell Telephone Company
2.2.20 Pacific Bell Telephone Company d/b/a SBC California
2.2.21 Nevada Bell Telephone Company d/b/a SBC Nevada
2.2.22 The Southern New England Telephone Company
2.2.23 Cincinnati Bell Telephone Company

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

2.4 "Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs) - facilities-based providers of local telecommunication services.

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

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by SBC MIDWEST REGION 5-STATE within the same SBC MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within SBC ILLINOIS territory and billed to a CLEC within SBC ILLINOIS would be covered by this section; a call originating within SBC MICHIGAN but billing outside of SBC MICHIGAN would not be NICS.

3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.

3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

3.4 This agreement does not cover calls originating and billing within a state outside of SBC MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

5.1 CLEC agrees to pay a $.05 per message charge to SBC MIDWEST REGION 5-STATE for all qualifying messages billed by SBC MIDWEST REGION 5-STATE.

5.2 SBC MIDWEST REGION 5-STATE agrees to pay the same $.05 a per message charge to CLEC for all qualifying messages billed by CLEC.

5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to SBC MIDWEST REGION 5-STATE or CLEC based on netting the amount due SBC MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
				NPA Code(s):
E9-1-1 Manager			CLLI Code	
	CLEC Telco ID			
			"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	
	Rate Center(s):			# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	
				SS7 Point Code

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: / CLLI Code:		RATE CENTER(s) FOR MSAG PULL (1)	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)	
		Rate Center(s):			
E9-1-1 Features Required:	ANI/ALI/SR				
# of 9-1-1 Trunks for LSP:					
MSAG Update Interval:	Monthly				
ALI Database Provider:					
ACCOUNT MANAGER:					
LOG NUMBER					

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice
fax
email

STATUS of EXHIBIT:

Date Prepared

APPENDIX-PRICING
(ARKANSAS)

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APPENDIX PRICING
(ARKANSAS)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

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

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

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and SBC ARKANSAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC ARKANSAS will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC ARKANSAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC ARKANSAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

Rate Zone:	Total Access Lines:
Zone 1 (Rural)	3,000 or fewer
Zone 2 (Suburban)	3,001 – 18,000
Zone 3 (Urban)	18,001 or Greater

1.9 SBC ARKANSAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC ARKANSAS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR

provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC ARKANSAS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC ARKANSAS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC ARKANSAS' current generic contract rate for the Product or Service set forth in SBC ARKANSAS' applicable state-specific generic pricing schedule as published on SBC ARKANSAS' CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC ARKANSAS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

1.9.3 SBC ARKANSAS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC ARKANSAS' right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC ARKANSAS for that Product or Service and incorporated into SBC ARKANSAS' current state-specific generic pricing schedule as published on SBC ARKANSAS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC ARKANSAS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC ARKANSAS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC ARKANSAS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

1.10.2 SBC ARKANSAS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC ARKANSAS' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 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 service

period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.

2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher 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 SBC ARKANSAS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC ARKANSAS will round up to the next whole mile before determining the mileage and applying rates.

2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.

3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC ARKANSAS network, without any changes to SBC ARKANSAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.

3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC ARKANSAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.

3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
2	Local Loops	Disconnect Loop from inside wiring, per NID	**NRBND**	None	$ 68.35	$ 34.15
3		2-Wire Analog Zone 1 (Rural)	**U21**	$ 71.05	$ 41.05	$ 16.50
4		2-Wire Analog Zone 2 (Suburban)	**U21**	$ 31.60	$ 41.05	$ 16.50
5		2-Wire Analog Zone 3 (Urban)	**U21**	$ 18.75	$ 41.05	$ 16.50
6		2-Wire Analog Zone 1 (Rural)	**RB9**	$ 71.05	NA	NA
7		2-Wire Analog Zone 2 (Suburban)	**RB9**	$ 31.60	NA	NA
8		2-Wire Analog Zone 3 (Urban)	**RB9**	$ 18.75	NA	NA
9		Conditioning for dB loss from 8db to 5db	**UL2**	$ 7.60	$ 48.55	$ 18.20
10		4-Wire Analog Zone 1(Rural)	**U4H**	$ 145.50	$ 282.20	$ 107.95
11		4-Wire Analog Zone 2 (Suburban)	**U4H**	$ 64.80	$ 282.20	$ 107.95
12		4-Wire Analog Zone 3 (Urban)	**U4H**	$ 38.80	$ 282.20	$ 107.95
13		2-Wire Digital Zone 1(Rural)	**U2Q**	$ 119.95	$ 126.65	$ 66.40
14		2-Wire Digital Zone 2 (Suburban)	**U2Q**	$ 59.95	$ 126.65	$ 66.40
15		2-Wire Digital Zone 3 (Urban)	**U2Q**	$ 42.55	$ 126.65	$ 66.40
16		2-Wire Digital Zone 1(Rural)	**RB8**	$ 119.95	NA	NA
17		2-Wire Digital Zone 2 (Suburban)	**RB8**	$ 59.95	NA	NA
18		2-Wire Digital Zone 3 (Urban)	**RB8**	$ 42.55	NA	NA
19		DS1 Loop Zone 1(Rural)	**U4D1X**	$ 201.15	$ 299.10	$ 117.95
20		DS1 Loop Zone 2 (Suburban)	**U4D1X**	$ 153.35	$ 299.10	$ 117.95
21		DS1 Loop Zone 3 (Urban)	**U4D1X**	$ 131.85	$ 299.10	$ 117.95
22		DS1 Loop Zone 1(Rural)	**RB6**	$ 201.15	NA	NA
23		DS1 Loop Zone 2 (Suburban)	**RB6**	$ 153.35	NA	NA
24		DS1 Loop Zone 3 (Urban)	**RB6**	$ 131.85	NA	NA
25		DS3 Loop Zone 1 (Rural)	**U4D3X**	ICB	$ 876.30	$ 379.52
26		DS3 Loop Zone 2 (Suburban)	**U4D3X**	$ 1,028.05	$ 876.30	$ 379.52
27		DS3 Loop Zone 3 (Urban)	**U4D3X**	$ 783.80	$ 876.30	$ 379.52
28		2 Wire Analog -Non Recurring Charge Zone 1-3	**NRFR1**	NA	$ 41.05	$ 16.50
29		2 Wire Digital -Non Recurring Charge Zone 1-3	**NRFR3**	NA	$ 126.65	$ 66.40
30		4 Wire Digital -Non Recurring Charge Zone 1-3	**NRFR4**	NA	$ 299.10	$ 117.95
31	DSL Capable Loops					
32	2-Wire xDSL Loop	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)^^1	**2SLAX**	$ 71.05	$ 41.05	$ 16.50
33		PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)^^1	**2SLAX**	$ 31.60	$ 41.05	$ 16.50
34		PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)^^1	**2SLAX**	$ 18.75	$ 41.05	$ 16.50
35		PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)^^1	**2SLCX**	$ 71.05	$ 41.05	$ 16.50
36		PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)^^1	**2SLCX**	$ 31.60	$ 41.05	$ 16.50
37		PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)^^1	**2SLCX**	$ 18.75	$ 41.05	$ 16.50
38		PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)^^1	**2SLBX**	$ 71.05	$ 41.05	$ 16.50
39		PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)^^1	**2SLBX**	$ 31.60	$ 41.05	$ 16.50
40		PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)^^1	**2SLBX**	$ 18.75	$ 41.05	$ 16.50
41		PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)^^1	**2SLDX**	$ 71.05	$ 41.05	$ 16.50
42		PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)^^1	**2SLDX**	$ 31.60	$ 41.05	$ 16.50
43		PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)^^1	**2SLDX**	$ 18.75	$ 41.05	$ 16.50

	A	B	C	D	E	F
44		PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)^^1	**U2F**	$ 71.05	$ 41.05	$ 16.50
45		PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)^^1	**U2F**	$ 31.60	$ 41.05	$ 16.50
46		PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)^^1	**U2F**	$ 18.75	$ 41.05	$ 16.50
47		PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)^^1	**2SLFX**	$ 71.05	$ 41.05	$ 16.50
48		PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)^^1	**2SLFX**	$ 31.60	$ 41.05	$ 16.50
49		PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)^^1	**2SLFX**	$ 18.75	$ 41.05	$ 16.50
50	4-Wire xDSL Loop	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)^^1	**4SL1X**	$ 145.50	$ 282.20	$ 107.95
51		PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)^^1	**4SL1X**	$ 64.80	$ 282.20	$ 107.95
52		PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)^^1	**4SL1X**	$ 38.80	$ 282.20	$ 107.95
53						
54	IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	**UY5FX**	$ 119.95	$ 126.65	$ 66.40
55		IDSL Loop Zone 2 (Suburban)	**UY5FX**	$ 59.95	$ 126.65	$ 66.40
56		IDSL Loop Zone 3 (Urban)	**UY5FX**	$ 42.55	$ 126.65	$ 66.40
57						
58	Loop Qualification Process	Loop Qualification Process - Mechanized	**NR98U**	N/A	$ 0.10	N/A
59		Loop Qualification Process - Manual	**NRBXU**	N/A	$ 84.52	N/A
60		Loop Qualification Process - Detailed Manual	**NR98Y**	N/A	TBD	N/A
61	DSL Conditioning Options	Removal of Repeaters	**NRBXV**	None	$ 353.30	$ 16.80
62		Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	**NRBNL**	None	$ 353.30	$ 16.80
63		Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	**NRBNP**	None	$ 138.30	$ 16.80
64		Removal of Excessive Bridged Taps and Repeaters	**NRBXH**	None	$ 901.85	$ 47.20
65		Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	**NRBTV**	None	$ 618.00	$ 32.00
66		Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	**NRBTW**	None	$ 235.10	$ 32.00
67		Removal of Excessive Bridged Taps	**NRBXW**	None	$ 593.55	$ 30.40
68		Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	**NRBNK**	None	$ 296.75	$ 15.20
69		Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	**NRBNN**	None	$ 96.80	$ 15.20
70		Removal of Excessive Bridged Taps and Load Coils	**NRBXF**	None	$ 1,474.95	$ 53.00
71		Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	**NRBM8**	None	$ 601.35	$ 22.70
72		Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	**NRBM9**	None	$ 233.15	$ 22.70
73		Removal of Load Coils	**NRBXZ**	None	$ 971.60	$ 22.60
74		Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	**NRBNJ**	None	$ 323.85	$ 7.15
75		Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	**NRBNH**	None	$ 136.36	$ 7.15
76	Removal of All Bridged Tap					

	A	B	C	D	E	F
77	RABT- MMP	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	**NRMRJ**	None	$ 351.08	None
78		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	**NRMRP**	None	$ 908.86	None
79		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	**NRMRS**	None	$ 351.08	$ 351.08
80		Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	**NRMRM**	None	$ 351.08	$ 351.08
81	DSL Cross Connects	DSL Shielded Loop to Collocation	**UXRRX**	$ 0.95	$ 137.85	TBD
82		2-Wire DSL Non-Shielded Cross Connect to Collocation	**UCX92**	None	$ 65.14	$ 28.51
83		4-Wire DSL Non-Shielded Cross Connect to Collocation	**UCX94**	None	$ 77.29	$ 39.81
84	LST	LST performed on CODSLAM Loop	**URCLD**	None	$226.95	None
85		LST performed on Sub Loop	**URCLB**	None	$ 194.57	None
86	Loop Cross Connects	2-Wire Analog Loop to Collocation	**UCXC2**	$ 1.57	$ 80.63	$ 76.76
87		2-Wire Analog Loop to Collocation (without testing)	**UCXD2**	None	$ 65.14	$ 28.51
88		4-Wire Analog Loop to Collocation	**UCXC4**	$ 3.13	$ 95.45	$ 91.58
89		4-Wire Analog Loop to Collocation (without testing)	**UCXD4**	None	$ 77.29	$ 39.81
90		2-Wire Digital Loop to Collocation	**(UCXC2) under development**	$ 1.57	$ 80.63	$ 76.76
91		2-Wire Digital Loop to Collocation (without testing)	**(UCXD2) under development**	None	$ 65.14	$ 28.51
92		2-wire Analog Loop to Analog Line Port	**UDLX2**	$0.00	$ 76.10	$ 48.25
93		2-wire Analog Loop to Analog DID Trunk Port	**under development**	TBD	TBD	TBD
94		2-wire Digital Loop to ISDN BRI Line Port	**RECB2**	$0.00	$ 20.03	$ 19.16
95		2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	**NRFR5**	NA	NA	$ 48.25
96		2 Wire Digital Loop to ISDN BRI Line Port -Non Recurring Charge	**NRFR7**	NA	NA	$ 19.16
97		DS1 Loop to Collocation	**UDLY4**	8.43	95.45	$ 91.58
98		DS3 Loop to Collocation	**UCXBX**	18.69	176.43	$ 110.47
99	Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAP**	$ 1.35	None	None
100		ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAP**	$ 1.14	None	None
101		ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAP**	$ 1.52	None	None
102		ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAQ**	$ 24.81	None	None
103		ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAQ**	$ 12.13	None	None
104		ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAQ**	$ 7.22	None	None
105		ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAR**	$ 29.01	None	None
106		ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAR**	$ 16.03	None	None
107		ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	**U6LAR**	$ 11.03	None	None
108		SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAS**	$ 24.05	None	None
109		SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAS**	$ 11.47	None	None

	A	B	C	D	E	F
110		SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAS**	$ 6.20	None	None
111		SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAT**	$ 28.25	None	None
112		SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAT**	$ 15.36	None	None
113		SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAT**	$ 10.01	None	None
114		Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAU**	$ 4.32	None	None
115		Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAU**	$ 4.02	None	None
116		Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAU**	$ 3.93	None	None
117		ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LEP**	$ 2.69	None	None
118		ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LEP**	$ 2.28	None	None
119		ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LEP**	$ 3.04	None	None
120		ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LEQ**	$ 49.63	None	None
121		ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LEQ**	$ 24.26	None	None
122		ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LEQ**	$ 14.44	None	None
123		ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LER**	$ 58.02	None	None
124		ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LER**	$ 32.06	None	None
125		ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	**U6LER**	$ 22.06	None	None
126		SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LES**	$ 48.10	None	None
127		SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LES**	$ 22.93	None	None
128		SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LES**	$ 12.40	None	None
129		SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LET**	$ 56.49	None	None
130		SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LET**	$ 30.73	None	None
131		SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LET**	$ 20.02	None	None
132		Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LEU**	$ 8.64	None	None
133		Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LEU**	$ 8.04	None	None
134		Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LEU**	$ 7.87	None	None
135		ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCP**	$ 1.35	None	None
136		ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCP**	$ 1.13	None	None
137		ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCP**	$ 1.47	None	None
138		ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCQ**	$ 24.82	None	None
139		ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCQ**	$ 12.13	None	None

	A	B	C	D	E	F
140		ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCQ**	$ 7.17	None	None
141		ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCR**	$ 29.01	None	None
142		ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCR**	$ 16.02	None	None
143		ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	**U6LCR**	$ 10.98	None	None
144		SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCS**	$ 24.05	None	None
145		SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCS**	$ 11.46	None	None
146		SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCS**	$ 6.15	None	None
147		SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCT**	$ 28.25	None	None
148		SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCT**	$ 15.36	None	None
149		SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCT**	$ 9.96	None	None
150		Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCU**	$ 4.32	None	None
151		Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCU**	$ 4.02	None	None
152		Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCU**	$ 3.93	None	None
153		ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGP**	$ 2.70	None	None
154		ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGP**	$ 2.27	None	None
155		ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGP**	$ 2.94	None	None
156		ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGQ**	$ 49.63	None	None
157		ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGQ**	$ 24.25	None	None
158		ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGQ**	$ 14.34	None	None
159		ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGR**	$ 58.03	None	None
160		ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGR**	$ 32.05	None	None
161		ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	**U6LGR**	$ 21.96	None	None
162		SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGS**	$ 48.10	None	None
163		SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGS**	$ 22.92	None	None
164		SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGS**	$ 12.30	None	None
165		SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGT**	$ 56.50	None	None
166		SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGT**	$ 30.72	None	None
167		SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGT**	$ 19.92	None	None
168		Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGU**	$ 8.64	None	None
169		Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGU**	$ 8.04	None	None

	A	B	C	D	E	F
170		Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGU**	$ 7.87	None	None
171	Sub-loop Unbundling Cross Connect					
172		Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	**UKCV2**	None	$ 258.04	$ 97.80
173		Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	**UKCV4**	None	$ 258.93	$ 98.70
174		Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	**UKCZ2**	None	$ 258.04	$ 97.80
175		Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	**UKCZ4**	None	$ 258.93	$ 98.70
176	Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile	**ULNHS**	$ 50.00	$ 310.00	$ 220.00
177		DT-DS1 Interoffice Transport, Each Additional Mile	**ULNHS**	$ 16.80	None	None
178		DT-DS3 Interoffice Transport, First Mile	**ULNJS**	$ 815.00	$ 338.00	$ 236.00
179		DT-DS3 Interoffice Transport, Each Additional Mile	**ULNJS**	$ 118.00	None	None
180		DS1 to Collocation	**UCXHX**	$ 8.45	$ 95.45	$ 91.60
181	Dedicated Transport Cross Connect	DS3 to Collocation	**UCXJX**	ICB	ICB	ICB
182		DS1 to VG	**UM4BX**	$ 180.00	$ 260.00	$ 161.00
183	Multiplexing	DS3 to DS1	**UM4AX**	$ 815.00	$ 1,372.00	$ 813.00
184		Dark Fiber -Interoffice per strand	**ULYCX**	$ 40.13	$ 1,114.29	$ 1,114.29
185	Dark Fiber	Dark Fiber - Interoffice per foot Zone 1 (Rural)	**ULNCF**	$ 0.02	None	None
186		Dark Fiber - Interoffice per foot Zone 2 (Suburban)	**ULNCF**	$ 0.01	None	None
187		Dark Fiber - Interoffice per foot Zone 3 (Urban)	**ULNCF**	$ 0.01	None	None
188		Dark Fiber Cross Connect - Interoffice	**UKCJX**	$ 4.32	$ 51.15	$ 51.15
189		Dark Fiber - Interoffice Inquiry	**NR9D6**	None	$ 350.65	$ 350.65
190	Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	**UXRA1**	$ 0.95	$ 105.70	$ 69.40
191		2-wire Analog Loop to POA - Method 2	**UXRA2**	$ 1.05	$ 105.70	$ 69.40
192		2-wire Analog Loop to POA - Method 3	**UXRA3**	$ 1.05	$ 105.70	$ 69.40
193		Analog DID Trunk Port to POA - Method 1	**UXRH1**	TBD	TBD	TBD
194		Analog DID Trunk Port to POA - Method 2	**UXRH2**	TBD	TBD	TBD
195		Analog DID Trunk Port to POA - Method 3	**UXRH3**	TBD	TBD	TBD
196	Routine Modifications					
197		Routine Modifications of Existing Facilities	**N3RUE**	NA	ICB	NA
198	Service Order Charges	Manual New - Simple	**NRBUQ**	None	$ 66.05	None
199		Manual Change - Simple	**NRBUO**	None	$ 63.70	None
200		Manual Record - Simple	**NRBUU**	None	$ 39.45	None
201		Manual Disconnect - Simple	**NRBUW**	None	$ 33.05	None
202		Manual Suspend - Simple	**NRBJZ**	None	$ 39.45	None
203		Manual Restore - Simple	**NRBJ9**	None	$ 39.45	None
204		Manual Expedited - Simple	**NRMV1**	None	$ 66.05	None
205		Manual Customer Not Ready - Simple	**NRMV5**	None	$ 66.05	None
206		Manual Due Date Change or Cancellation - Simple	**NRMV3**	None	$ 66.05	None
207		Manual New - Complex	**NRBUR**	None	$ 270.70	None
208		Manual Change - Complex	**NRBUP**	None	$ 150.40	None
209		Manual Record - Complex	**NRBUV**	None	$ 126.15	None
210		Manual Disconnect - Complex	**NRBUX**	None	$ 72.30	None
211		Manual Suspend - Complex	**NRBJ7**	None	$ 126.15	None
212		Manual Restore - Complex	**NRBJ8**	None	$ 126.15	None
213		Manual Expedited - Complex	**NRMV2**	None	$ 270.70	None
214		Manual Customer Not Ready - Complex	**NRMV6**	None	$ 270.70	None

	A	B	C	D	E	F
215		Manual Due Date Change or Cancellation - Complex	**NRMV4**	None	$ 270.70	None
216		Electronic New - Simple	**NR9W2**	None	$ 5.00	None
217		Electronic New - Complex	**NRBGX**	None	$ 79.62	None
218		Electronic Change - Simple	**NR9GG**	None	$ 5.00	None
219		Electronic Change - Complex	**NR9G8**	None	$ 79.62	None
220		Electronic Record - Simple	**NR9GU**	None	$ 5.00	None
221		Electronic Record - Complex	**NR9G7**	None	$ 5.03	None
222		Electronic Disconnect - Simple	**NR9GZ**	None	$ 5.00	None
223		Electronic Disconnect - Complex	**NR9G9**	None	$ 27.21	None
224		Electronic Suspend - Simple	**NRBJ5**	None	$ 5.00	None
225		Electronic Restore - Simple	**NRBJ6**	None	$ 5.00	None
226		Electronic Expedited - Simple	**NRMV7**	None	$ 5.00	None
227		Electronic Expedited Complex	**NRMVX**	None	$ 5.00	None
228		Electronic Customer Not Ready - Simple	**NRMV9**	None	$ 5.00	None
229		Electronic Customer Not Ready - Complex	**NRMVY**	None	$ 5.00	None
230		Electronic Due Date Change or Cancellation Simple	**NRMV8**	None	$ 5.00	None
231		Electronic Due Date Change or Cancellation Complex	**NRMVZ**	None	$ 5.00	None
232		PIC Change Charge	**NRBL9**	None	$ 5.00	None
233						
234	Directory Assistance	Directory Assistance (DA) - per call	**ZZUO3**	$ 0.37	None	None
235		Directory Assistance (DA) - per call	**ZZUO4**	$ 0.37	None	None
236		Directory Assistance Call Completion (DACC) - per call	**ZZUO7**	$ 0.15	None	None
237		National Directory Assistance (NDA)	**ZZUO5**	$ 0.65	None	None
238		National Directory Assistance (NDA)	**ZZUO6**	$ 0.65	None	None
239		Directory Assistance Non-Pub Emergency Service	**Not Applicable**	$ 2.00	None	None
240		Directory Assistance - Branding - Initial/Subsequent Load		None	$ 1,800.00	None
241		Directory Assistance - Branding - per call	**ZZUCB**	$ 0.025	None	None
242						
243		Directory Assistance - Rate Reference Initial Load	**NRBDL**	None	$ 2,200.00	None
244		Directory Assistance - Rate Reference Subsequent Load	**NRBDM**	None	$ 1,000.00	None
245		Directory Assistance Listings (DAL)-Initial Load, per listing	**Not Applicable**	None	$ 0.0585	None
246		Directory Assistance Listings (DAL)-Update, per listing	**Not Applicable**	None	$ 0.0585	None
247		Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	**Not Applicable**	$ 2.10	None	None
248		Business Category Search (BCS)	**ZZUOB**	$ 0.65	None	None
249		Reverse Directory Assistance (RDA)	**ZZUO8**	$ 0.65	None	None
250		Reverse Directory Assistance (RDA)	**ZZUO9**	$ 0.65	None	None
251	Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	**ZZUO1**	0.15	None	None
252		Operator Services - Operator Assisted Call Processing (Per work second)	**ZZUO2**	$ 0.020	None	None
253		Operator Services - Branding Initial/Subsequent Load	**NRBDG**	None	$ 1,800.00	None
254		Operator Services - Branding - Per Call	**ZZUCB**	$ 0.025	None	None
255		Operator Services - Rate Reference -Initial Load	**NRBDL**	None	$ 2,200.00	None
256		Operator Services - Rate Reference - Subsequent Load	**NRBDM**	None	$ 1,000.00	None
257		Intralata Message Rating - Rate per initial load	**Not Applicable**	None	$ 614.46	None

	A	B	C	D	E	F
258		Intralata Message Rating - Rate per subsequent changes	**Not Applicable**	None	$ 614.46	None
259						
260	Miscellaneous	NXX Migration- Migration Charge per NXX	**Not Applicable**	None	$ 10,000.00	None
261		Provision of Message Detail a.k.a. Daily Usage File (DUF)	**ASBS**	$ 0.000289	None	None
262	BCR	Per interstate local message	**Not Applicable**	$ 0.08	None	None
263		Per local message	**Not Applicable**	$ 0.05	None	None
264	Hosting	Billable Message Records and /or access usage records - per Record Charge	**Not Applicable**	$ 0.0030	None	None
265		Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	**Not Applicable**	$ 0.002	None	None
266		Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	**Not Applicable**	$ 0.005	None	None
267		Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	**Not Applicable**	$ 0.007	None	None
268		Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	**Not Applicable**	$ 0.010	None	None
269	Clearinghouse	CH processing charge for service - per originated CH record	**Not Applicable**	$ 0.020	None	None
270		CH billing message - per message	**Not Applicable**	$ 0.050	None	None
271	Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	**MVV**	None	$ 71.20	$ 34.25
272		Overtime - per half hour	**MVV**	None	$ 88.85	$ 43.10
273		Premium Time - per half hour	**MVV**	None	$ 106.55	$ 51.90
274	Time and Materials Charges	Basic Time - per half hour	**ALK**	None	$ 71.20	$ 34.25
275		Basic Time - per half hour	**ALT**	None	$ 71.20	$ 34.25
276		Basic Time - per half hour	**ALH**	None	$ 71.20	$ 34.25
277		Overtime - per half hour	**ALK**	None	$ 88.85	$ 43.10
278		Overtime - per half hour	**ALT**	None	$ 88.85	$ 43.10
279		Overtime - per half hour	**ALH**	None	$ 88.85	$ 43.10
280		Premium Time - per half hour	**ALK**	None	$ 106.55	$ 51.90
281		Premium Time - per half hour	**ALT**	None	$ 106.55	$ 51.90
282		Premium Time - per half hour	**ALH**	None	$ 106.55	$ 51.90
283	Poles and Duct	Poles ($/attachment/yr.)^^2		$ 2.35		
284	(Structure)					
285	Per Foot Conduit Occupancy Fees					
286		Full Duct ($/ft/yr.)		$ 0.67		
287		Half Duct ($/ft/yr)		$ 0.33		
288						
289	Contract Administration Fee				$ 125.00	
290	Administrative Record-Keeping Fee				$ 125.00	
291						
292	INTERCARRIER COMPENSATION					
293	End Office Local Termination - Zone 1 Rural	Set up charge, per call	**ZZUR8**	$0.00		
294		Duration charge, per MOU	**ZZUR2**	$0.00		
295	End Office Local Termination - Zone 2 Suburban	Set up charge, per call	**ZZUR8**	$0.00		
296		Duration charge, per MOU	**ZZUR2**	$0.00		
297	End Office Local Termination - Zone 3 Urban	Set up charge, per call	**ZZUR8**	$0.00		
298		Duration charge, per MOU	**ZZUR2**	$0.00		

	A	B	C	D	E	F
299	Rate for Presumed ISP-Bound Traffic as per FCC 01-131 per MOU		**ZZUR2**	$0.00		
300	Tandem Switching		**ZZUR1**	$0.00		
301	Common Transport	Termination per Minute of Use Zone 1 (Rural)	**ZZUST**	$0.00		
302		Termination per Minute of Use Zone 2 (Suburban	**ZZUST**	$0.00		
303		Termination per Minute of Use Zone 3 (Urban)	**ZZUST**	$0.00		
304		Termination per Minute of Use Interzone	**ZZUST**	$0.00		
305		Facilities per Minute, per Mile Zone 1 (Rural)	**ZZURF**	$0.00		
306		Facilities per Minute, per Mile Zone 2 (Suburban)	**ZZURF**	$0.00		
307		Facilities per Minute, per Mile Zone 3 (Urban)	**ZZURF**	$0.00		
308		Facilities per Minute, per Mile Interzone	**ZZURF**	$0.00		
309	Optional EAS Transport and Termination per MOU		**ZZUR2**	$ 0.016000		
310	Transiting	Tandem Switching per MOU	**ZZUTN**	$0.000789		
311		Tandem Switched Transport per MOU	**ZZUTN**	$0.000157		
312		Tandem Switched Transport per MOU per mile	**ZZUTN**	$0.000001		
313	Optional EAS Transit per MOU		**ZZUTN**	$0.016		
314						
315	RESALE					
316	BUSINESS					
317	LOCAL EXCHANGE SERVICE					
318		Business 1 Party		14.50%	14.50%	
319		Business - Multi-Line Hunting		14.50%	14.50%	
320		Business Measured		14.50%	14.50%	
321		Business Measured (HTG Class of Service)		14.50%	14.50%	
322		Customer Owned Pay Telephone Service		14.50%	14.50%	
323		Line Amplifier		14.50%	14.50%	
324		Message Register Equipment		14.50%	14.50%	
325		Service Connections, Moves and Changes		14.50%	14.50%	
326		Special Billing Numbers		14.50%	14.50%	
327		Telephone Answering and Secretarial Service		14.50%	14.50%	
328						
329	EXPANDED LOCAL CALLING					
330		Mandatory EAS		14.50%	14.50%	
331		MetroPlus		14.50%	14.50%	
332						
333	VERTICAL SERVICES					
334		Auto Redial		14.50%	14.50%	
335		Call Blocker		14.50%	14.50%	
336		Call Forwarding		14.50%	14.50%	
337		Call Forwarding - Busy Line		14.50%	14.50%	
338		Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%	
339		Call Forwarding - Don't Answer		14.50%	14.50%	
340		Call Return		14.50%	14.50%	
341		Call Trace		14.50%	14.50%	
342		Call Waiting		14.50%	14.50%	
343		Calling Name		14.50%	14.50%	
344		Calling Number		14.50%	14.50%	
345		Personalized Ring (1 dependent number)		14.50%	14.50%	
346		Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%	
347		Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%	
348		Priority Call		14.50%	14.50%	
349		Remote Access to Call Forwarding		14.50%	14.50%	
350		Selective Call Forwarding		14.50%	14.50%	
351		Simultaneous Call Forwarding		14.50%	14.50%	
352		Speed Calling		14.50%	14.50%	
353		Three Way Calling		14.50%	14.50%	

	A	B	C	D	E	F
354						
355	DID					
356		DID (First Block of 100 - Category 1)		14.50%	14.50%	
357		DID (First Block of 10 - Category 1)		14.50%	14.50%	
358		DID (Ea. adl. block of 10 after first 10 - Category 1)		14.50%	14.50%	
359		DID (Ea. adl. block of 100 after first 100 - Category 2)		14.50%	14.50%	
360		DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		14.50%	14.50%	
361		DID (with Multifrequency)		14.50%	14.50%	
362		DID (with Dual-Tone Multifrequency)		14.50%	14.50%	
363		DID (1st 10 Trunks or access lines)		14.50%	14.50%	
364		DID (11th thru 50th trunk or network access line)		14.50%	14.50%	
365		DID (51st trunk or network access line)		14.50%	14.50%	
366						
367	TRUNKS					
368		Analog Trunks		14.50%	14.50%	
369		Digital Trunks		14.50%	14.50%	
370		PBX Dormitory Trunks		14.50%	14.50%	
371						
372	AIN					
373		Area Wide Networking		14.50%	14.50%	
374		Caller Intelidata		14.50%	14.50%	
375		Disaster Routing Service		14.50%	14.50%	
376		Intelligent Redirectsm		14.50%	14.50%	
377		Intellinumber		14.50%	14.50%	
378		Positive ID		14.50%	14.50%	
379						
380	OTHER					
381		Bundled Telecommunications Services (e.g., the Works)		14.50%	14.50%	
382		Busy Out Arrangement		14.50%	14.50%	
383		Conference Telephone Service		14.50%	14.50%	
384		Customer Alerting Enablement		14.50%	14.50%	
385		Grandfathered Services		14.50%	14.50%	
386		Hot Line		14.50%	14.50%	
387		Hunting		14.50%	14.50%	
388		Improved Transmission		14.50%	14.50%	
389		Intercept Referral Service		14.50%	14.50%	
390		Local Operator Assistance Service		14.50%	14.50%	
391		Night Number associated with Telephone Number		14.50%	14.50%	
392		Night Number associated with a Terminal		14.50%	14.50%	
393		Promotions (Greater than 90 days)		14.50%	14.50%	
394		Telebranch®		14.50%	14.50%	
395		Preferred Number Service		14.50%	14.50%	
396		Second Line Control		14.50%	14.50%	
397		TouchTone		14.50%	14.50%	
398		Voice Dial		14.50%	14.50%	
399		Warm Line		14.50%	14.50%	
400						
401	Data Services					
402		Gigabit Ethernet Metropolitan Area Network (GigaMAN)		14.50%	14.50%	
403		PBX Trunks		14.50%	14.50%	
404		Mulit-Service Optical Network (MON)		14.50%	14.50%	
405		OCn-PTP		14.50%	14.50%	
406		DS3		14.50%	14.50%	

	A	B	C	D	E	F
407						
408	ISDN					
409		Digilinesm (ISDN BRI)		14.50%	14.50%	
410		Select Video Plus®		14.50%	14.50%	
411		Smart Trunksm (ISDN PRI)		14.50%	14.50%	
412		SuperTrunk		14.50%	14.50%	
413						
414	TOLL					
415		IntraLata MTS		14.50%	14.50%	
416		MaxiMizer 800®		14.50%	14.50%	
417		OutWATS		14.50%	14.50%	
418		800 Service		14.50%	14.50%	
419						
420	OPTIONAL TOLL CALLING PLANS					
421		1+ SAVERsm		14.50%	14.50%	
422		Designated Number Service (1+SAVER Directsm)		14.50%	14.50%	
423		Circle Saver		14.50%	14.50%	
424		Circle Saver Trial Plan (Fort Smith Lata Only)		14.50%	14.50%	
425		Community Calling Service		14.50%	14.50%	
426		Extended Community Saver		14.50%	14.50%	
427						
428	PLEXAR®					
429		Plexar I®		14.50%	14.50%	
430		Plexar II®		14.50%	14.50%	
431						
432	PRIVATE LINE					
433		Analog Private Lines		14.50%	14.50%	
434		Announcement Distribution Services		14.50%	14.50%	
435		DOVLink		14.50%	14.50%	
436		Foreign Exchange Service		14.50%	14.50%	
437		Foreign Serving Office		14.50%	14.50%	
438		Frame Relay		14.50%	14.50%	
439		Group Alerting Services		14.50%	14.50%	
440		MegaLink I®		14.50%	14.50%	
441		MegaLink II®		14.50%	14.50%	
442		MegaLink III®		14.50%	14.50%	
443		MicroLink I®		14.50%	14.50%	
444		MicroLink II®		14.50%	14.50%	
445		Public Response Calling Service		0.145	$ 0.14	
446						
447	RESIDENCE					
448	LOCAL EXCHANGE SERVICE					
449		Life Line and Link Up America Services		14.50%	14.50%	
450		Residence 1 Party		14.50%	14.50%	
451		Residence Measured		14.50%	14.50%	
452		Service Connections, Moves and Changes		14.50%	14.50%	
453						
454	EXPANDED LOCAL CALLING					
455		Expanded Local Calling (Mandatory)		14.50%	14.50%	
456		MetroPlus		14.50%	14.50%	
457						
458	VERTICAL SERVICES					
459		Auto Redial		14.50%	14.50%	
460		Call Blocker		14.50%	14.50%	
461		Call Forwarding		14.50%	14.50%	
462		Call Forwarding - Busy Line		14.50%	14.50%	
463		Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%	
464		Call Forwarding - Don't Answer		14.50%	14.50%	

	A	B	C	D	E	F
465		Call Return		14.50%	14.50%	
466		Call Trace		14.50%	14.50%	
467		Call Waiting		14.50%	14.50%	
468		Calling Name		14.50%	14.50%	
469		Calling Number		14.50%	14.50%	
470		ComCall®		14.50%	14.50%	
471		Personalized Ring (1 dependent number)		14.50%	14.50%	
472		Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%	
473		Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%	
474		Priority Call		$ 0.145	$ 0.14	
475		Remote Access to Call Forwarding		$ 0.14	$ 0.14	
476		Selective Call Forwarding		$ 0.14	$ 0.14	
477		Simultaneous Call Forwarding		$ 0.14	$ 0.14	
478		Speed Calling		$ 0.14	$ 0.14	
479		Three Way Calling		$ 0.14	$ 0.14	
480						
481	ISDN					
482		Digiline		$ 0.145	$ 0.14	
483						
484	OTHER					
485		Bundled Telecommunications Services (e.g., the Works)		14.5%	14.5%	
486		Conference Telephone Service		14.5%	14.5%	
487		Customer Alerting Enablement		14.5%	14.5%	
488		Grandfathered Services		14.5%	14.5%	
489		Hot Line		14.5%	14.5%	
490		Improved Transmission		14.5%	14.5%	
491		Intercept Referral Service		14.5%	14.5%	
492		Local Operator Assistance Service		14.5%	14.5%	
493		Promotions (Greater than 90 days)		14.5%	14.5%	
494		Preferred Number Service		14.5%	14.5%	
495		Second Line Control		14.5%	14.5%	
496		TouchTone		14.5%	14.5%	
497		Voice Dial		14.5%	14.5%	
498		Warm Line		14.5%	14.5%	
499						
500	OTHER (Resale)					
501	DIRECTORY ASSISTANCE SERVICES			14.5%	14.5%	
502		Nationwide Listing Services (NLS)		14.5%	14.5%	
503						
504	TOLL					
505		Home 800sm		14.5%	14.5%	
506		IntraLATA MTS		14.5%	14.5%	
507		WATS		14.5%	14.5%	
508						
509	OPTIONAL TOLL CALLING PLANS					
510		1+ SAVERsm		14.5%	14.5%	
511		Designated Number Service (1+SAVER Directsm)		14.5%	14.5%	
512		Circle Saver		14.5%	14.5%	
513		Circle Saver Trial Plan (Fort Smith Lata Only)		14.5%	14.5%	
514		Community Calling Service		14.5%	14.5%	
515		Extended Community Saver		14.5%	14.5%	
516		900 Call Restriction		14.5%	14.5%	
517		Access Services		0.0%	0.0%	
518		Additional Directory Listings		14.5%	14.5%	

	A	B	C	D	E	F
519		Bill Plus		5.0%	5.0%	
520		Company Initiated Suspension Service		0.0%	0.0%	
521		Connections with Terminal Equipment and Communications Equipment		0.0%	0.0%	
522		Consolidated Billing		5.0%	5.0%	
523		Construction Charges		0.0%	0.0%	
524		Customer Initiated Suspension Service		0.0%	0.0%	
525		Exchange Connection Service		0.0%	0.0%	
526		Joint User Service		0.0%	0.0%	
527		Maintenance of Service Charges		0.0%	0.0%	
528		Plexar Custom®		0.0%	0.0%	
529		Prepaid Calling Cards		14.5%	14.5%	
530		Telecommunications Service Priority Systems		0.0%	0.0%	
531		Toll Billing Exception (Billed Number Screen)		14.5%	14.5%	
532		Toll Restriction		14.5%	14.5%	
533		Wireless Carrier Interconnection Services		0.0%	0.0%	
534						
535	Electronic Billing Information Data (daily usage) per message			$ 0.003	NA	NA
536						
537	Simple conversion charge per billable number			NA	$ 25.00	NA
538	Electronic conversion orders per billable number			NA	$ 5.00	NA
539	Complex conversion orders per billable number			NA	$ 125.00	NA
540						
541	SBC Arkansas transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir publisher			NA	$ 100.00	NA
542						
543	OS/DA					
544	Branding - Resellers					
545		- Initial Load	**NRBDG**	NA	$ 1,800.00	NA
546		- Subsequent Load	**NRBDG**	NA	$ 1,800.00	NA
547		- Per Call	**ZZUCB**	$ 0.025	NA	NA
548	Rate Reference - Resellers					
549		- Initial Load	**NRBDL**	NA	$ 2,200.00	NA
550		- Subsequent Load	**NRBDM**	NA	$ 1,000.00	NA

APPENDIX WP
EXHIBIT 1
SBC ARKANSAS

Directory White Pages Price Sheet				
Directory			Price per single sided informational page	
Little Rock			$964.44	
Ashdown			$178.60	
Batesville			$178.60	
Benton			$178.60	
Blytheville			$178.60	
Conway			$178.60	
El Dorado			$178.60	
Eureka Springs			$178.60	
Fayetteville			$178.60	
Forrest City			$178.60	
Fort Smith			$178.60	
Haber Springs			$178.60	
Helena			$178.60	
Hope			$178.60	
Hot Springs			$178.60	
Jonesboro			$178.60	
Lonoke			$178.60	
Mena			$178.60	
Monticello			$178.60	
Nashville			$178.60	
Newport			$178.60	
Osceola			$178.60	
Pine Bluff			$178.60	
Searcy			$178.60	
Warren			$178.60	
West Memphis			$178.60	
Brinkley			$61.59	
Hamburg			$61.59	
Lake Village			$61.59	

APPENDIX
PERFORMANCE MEASUREMENTS

(SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS, SBC KANSAS, SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS
- COMMISSION ORDERED)

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

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

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

1.3 As used herein, the term "Service Bureau Provider" means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.

1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SBC SOUTHWEST REGION 5-STATE is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.

1.6 SBC SOUTHWEST REGION 5-STATE's agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC SOUTHWEST REGION 5-STATE and CLEC agree that CLEC may not use the existence of this Plan as evidence that SBC SOUTHWEST REGION 5-STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC SOUTHWEST REGION 5-STATE's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that SBC SOUTHWEST REGION 5-STATE's performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

APPENDIX-PRICING
(INDIANA)

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4. BILLING 7

APPENDIX PRICING
(INDIANA)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

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

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

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and SBC INDIANA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC INDIANA will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC INDIANA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC INDIANA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Exchange Area Rate Group:	Total Access Lines:
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

1.9 SBC INDIANA's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC INDIANA may reject the order. In the event such

an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC INDIANA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC INDIANA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC INDIANA's current generic contract rate for the Product or Service set forth in SBC INDIANA's applicable state-specific generic pricing schedule as published on SBC INDIANA's CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC INDIANA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

1.9.3 SBC INDIANA's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC INDIANA's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC INDIANA for that Product or Service and incorporated into SBC INDIANA's current state-specific generic pricing schedule as published on SBC INDIANA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC INDIANA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC INDIANA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC INDIANA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

1.10.2 SBC INDIANA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC INDIANA's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum

term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.3 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 SBC INDIANA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC INDIANA will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC INDIANA network, without any changes to SBC INDIANA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to SBC INDIANA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

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

Line	INDIANA		USOC	Recurring		Non-Recurring	
2	**SBC Generic Rates**			Monthly		First	Additional
3	***NETWORK ELEMENTS***						
4	**Loops**						
5	2-Wire Analog - Rural (Rate Class 1) **/3/**		U2HX1	$ 11.50		See NRC prices below	
6	2-Wire Analog - Suburban (Rate Class 2) **/3/**		U2HX2	$ 12.50		See NRC prices below	
7	2-Wire Analog - Metro (Rate Class 3) **/3/**		U2HX3	$ 12.00		See NRC prices below	
8	2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)		U2WX1	$ 9.57		See NRC prices below	
9	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)		U2WX2	$ 8.90		See NRC prices below	
10	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)		U2WX3	$ 8.84		See NRC prices below	
11	2-Wire Ground Start, PBX - Rural (Rate Class 1) **/3/**		U2JX1	$ 11.67		See NRC prices below	
12	2-Wire Ground Start, PBX - Suburban (Rate Class 2) **/3/**		U2JX2	$ 13.01		See NRC prices below	
13	2-Wire Ground Start, PBX - Metro (Rate Class 3) **/3/**		U2JX3	$ 12.63		See NRC prices below	
14	2-Wire COPTS Coin - Rural (Rate Class 1) **/3/**		U2CX1	$ 12.00		See NRC prices below	
15	2-Wire COPTS Coin - Suburban (Rate Class 2) **/3/**		U2CX2	$ 13.46		See NRC prices below	
16	2-Wire COPTS Coin - Metro (Rate Class 3) **/3/**		U2CX3	$ 13.07		See NRC prices below	
17	2-Wire EKL - Rural (Rate Class 1) **/3/**		U2KX1	$ 13.17		See NRC prices below	
18	2-Wire EKL - Suburban (Rate Class 2) **/3/**		U2KX2	$ 15.09		See NRC prices below	
19	2-Wire EKL - Metro (Rate Class 3) **/3/**		U2KX3	$ 14.66		See NRC prices below	
20	Conditioning for dB Loss						
21	4-Wire Analog - Rural (Rate Class 1) **/3/**		U4HX1	$ 27.28		See NRC prices below	
22	4-Wire Analog - Suburban (Rate Class 2) **/3/**		U4HX2	$ 31.49		See NRC prices below	
23	4-Wire Analog - Metro (Rate Class 3) **/3/**		U4HX3	$ 30.59		See NRC prices below	
24	2-Wire Digital - Rural (Rate Class 1) **/3/**		U2QX1	$ 16.00		See NRC prices below	
25	2-Wire Digital - Suburban (Rate Class 2) **/3/**		U2QX2	$ 19.48		See NRC prices below	
26	2-Wire Digital - Metro (Rate Class 3) **/3/**		U2QX3	$ 18.19		See NRC prices below	
27	DS1 Loop - Rural (Rate Class 1) **/3/**		4U1X1	$ 37.04		See NRC prices below	
28	DS1 Loop - Suburban (Rate Class 2) **/3/**		4U1X2	$ 39.35		See NRC prices below	
29	DS1 Loop - Metro (Rate Class 3) **/3/**		4U1X3	$ 46.10		See NRC prices below	
30	DS3 Loop - Rural (Rate Class 1) **/3/**		U4D31	$ 469.53		See NRC prices below	
31	DS3 Loop - Suburban (Rate Class 2) **/3/**		U4D32	$ 447.20		See NRC prices below	
32	DS3 Loop - Metro (Rate Class 3) **/3/**		U4D33	$ 431.98		See NRC prices below	
33							
34	**DSL Capable Loops**						
35	**2-Wire xDSL Loop**						
36	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**		2SLA1	$ 9.33		See NRC prices below	
37	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**		2SLA2	$ 10.45		See NRC prices below	
38	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**		2SLA3	$ 9.84		See NRC prices below	
39							
40	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**		2SLC1	$ 9.33		See NRC prices below	
41	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**		2SLC2	$ 10.45		See NRC prices below	
42	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**		2SLC3	$ 9.84		See NRC prices below	
43							
44	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**		2SLB1	$ 9.33		See NRC prices below	
45	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**		2SLB2	$ 10.45		See NRC prices below	
46	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**		2SLB3	$ 9.84		See NRC prices below	
47							
48	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**		2SLD1	$ 9.33		See NRC prices below	
49	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**		2SLD2	$ 10.45		See NRC prices below	
50	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**		2SLD3	$ 9.84		See NRC prices below	
51							
52	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**		UWRA1	$ 9.33		See NRC prices below	
53	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**		UWRA2	$ 10.45		See NRC prices below	
54	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**		UWRA3	$ 9.84		See NRC prices below	
55							
56	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**		2SLF1	$ 9.33		See NRC prices below	
57	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**		2SLF2	$ 10.45		See NRC prices below	
58	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**		2SLF3	$ 9.84		See NRC prices below	
59	**4-Wire xDSL Loop**						
60	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural **/3/**		4SL11	$ 16.95		See NRC prices below	
61	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban **/3/**		4SL12	$ 19.08		See NRC prices below	
62	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro **/3/**		4SL13	$ 18.18		See NRC prices below	
63							
64	**IDSL Capable Loop**						
65	IDSL Loop Class 1 - Rural **/3/**		UY5F1	$ 9.33		See NRC prices below	
66	IDSL Loop Class 2 - Suburban **/3/**		UY5F2	$ 10.45		See NRC prices below	
67	IDSL Loop Class 3 - Metro **/3/**		UY5F3	$ 9.84		See NRC prices below	
68							
69	**LST**						
70	Line & Station Transfer(LST) performed on CODSLAM Loop		URCLD	N/A		$ 165.26	
71							
72							
73	**Loop Qualification Process**						
74	Loop Qualification Process - Mechanized		NR98U	N/A		$ 0.10	N/A
75	Loop Qualification Process - Manual		NRBXU	N/A		TBD	N/A
76	Loop Qualification Process - Detailed Manual		TBD	N/A		TBD	N/A
77							
78	**xDSL Conditioning**						
79	DSL Conditioning Options - >12KFT						
80	Removal of Repeater Options (per unit removed)		NRBXV	N/A		$24.70	N/A
81	Removal Excessive Bridged Tap Option (per unit removed)		NRBXW	N/A		$16.09	N/A
82	Removal of Load Coil (per unit removed)		NRBXZ	N/A		$16.18	N/A
83							

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA				Recurring		Non-Recurring	
2	**SBC Generic Rates**			**USOC**	Monthly		First	Additional
84		Removal of All or NON-Excessive Bridged Tap (RABT) - MMP						
85			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None		$212.42	
86			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None		549..92	
87			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None		$212.42	
88			Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	None		$212.42	
89								
90	**Loop Non-Recurring Charges (Excluding DS3)**							
91		Res/Bus Analog/2-W digital Loop, Initial Request, Install **/3/**		SEPUP	N/A		$ 6.83	N/A
92		Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect **/3/**		NR9OE			$ 4.29	
93		Res/BUS Analog/2-W digital Loop, Subsequent Request **/3/**		REAH9	N/A		$ 6.83	N/A
94		Res/BUS Analog/2-W digital Loop, record Request **/3/**		NR9UP			$ 6.43	
95		Res/Bus Line Connection Standalone Line Connection Charge, Initial, Install **/3/**		SEPUC	N/A		$ 22.48	N/A
96		Res/BUS Standalone Line Connection Charge, Initial, Disconnect **/3/**		NR9OG			$ 7.42	
97		Res/Bus Standalone Line Connection Charge, Additional, Install **/3/**		REAH5	N/A			$ 15.55
98	**/*/**	Res/BUS Standalone Line Connection Charge, Additional, Disconnect **/3/**		PENDING				$ 4.81
99								
100	**/*/**	DS I Service Provisioning, Initial, Install **/3/**		PENDING			$ 142.36	
101	**/*/**	DS 1 Service Provisioning, Initial, Disconnect **/3/**		PENDING			$ 20.51	
102	**/*/**	DS 1 Service Provisioning, Additional, Install **/3/**		PENDING				$ 96.33
103	**/*/**	DSI Service Provisioning, Additional, Disconnect **/3/**		PENDING				$ 16.25
104		DS1 Loop, Administrative Activity, Install **/3/**		NR9OR			$ 10.65	
105		DS1 Loop, Administrative Activity, Disconnect **/3/**		NR9OT			$ 4.86	
106								
107	**DS3 Loop Non-Recurring Charges**							
108		Administrative **/3/**		NR9OY	N/A		$ 10.65	N/A
109		Design & Central Office		NR9O1	N/A		$ 525.79	N/A
110		Customer Connection		NR9O3	N/A		$ 187.37	N/A
111	**/*/**	DS3 Service Provisioning, Initial, Install **/3/**		PENDING			$ 151.68	
112	**/*/**	DS3 Service Provisioning, Initial, Disconnect **/3/**		PENDING			$ 20.89	
113	**/*/**	DS3 Service Provisioning, Additional, Install **/3/**		PENDING				$ 70.41
114	**/*/**	DS3 Service ProvisioninG, Additional, Disconnect **/3/**		PENDING				$ 16.63
115		DS3 Loop, Administrative Activity, Disconnect **/3/**		NR9OZ			$ 4.86	
116								
117	**SUB-LOOPS**							
118		ECS to SAI sub-loop						
119			2 Wire Analog - Rate Group 3	PENDING	$ 1.73		See NRC prices below	
120			2 Wire Analog - Rate Group 2	PENDING	$ 1.24		See NRC prices below	
121			2 Wire Analog - Rate Group 1	PENDING	$ 3.17		See NRC prices below	
122			4 Wire Analog - Rate Group 3	PENDING	$ 3.44		See NRC prices below	
123			4 Wire Analog - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
124			4 Wire Analog - Rate Group 1	PENDING	$ 6.32		See NRC prices below	
125			2 Wire DSL - Rate Group 3	PENDING	$ 1.73		See NRC prices below	
126			2 Wire DSL - Rate Group 2	PENDING	$ 1.24		See NRC prices below	
127			2 Wire DSL - Rate Group 1	PENDING	$ 3.17		See NRC prices below	
128			4 Wire DSL - Rate Group 3	PENDING	$ 3.44		See NRC prices below	
129			4 Wire DSL - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
130			4 Wire DSL - Rate Group 1	PENDING	$ 6.32		See NRC prices below	
131		ECS to Terminal sub-loop						
132			2 Wire Analog - Rate Group 3	PENDING	$ 5.71		See NRC prices below	
133			2 Wire Analog - Rate Group 2	PENDING	$ 5.95		See NRC prices below	
134			2 Wire Analog - Rate Group 1	PENDING	$ 8.02		See NRC prices below	
135			4 Wire Analog - Rate group 3	PENDING	$ 11.45		See NRC prices below	
136			4 Wire Analog - Rate Group 2	PENDING	$ 11.92		See NRC prices below	
137			4 Wire Analog - Rate Group 1	PENDING	$ 15.99		See NRC prices below	
138			2 Wire DSL - Rate Group 3	PENDING	$ 5.71		See NRC prices below	
139			2 Wire DSL - Rate Group 2	PENDING	$ 5.95		See NRC prices below	
140			2 Wire DSL - Rate group 1	PENDING	$ 8.02		See NRC prices below	
141			4 Wire DSL - Rate Group 3	PENDING	$ 11.45		See NRC prices below	
142			4 Wire DSL - Rate Group 2	PENDING	$ 11.92		See NRC prices below	
143			4 Wire DSL - Rate Group 1	PENDING	$ 15.99		See NRC prices below	
144		ECS to NID sub-loop						
145			2 Wire Analog - Rate group 3	PENDING	$ 6.47		See NRC prices below	
146			2 Wire Analog - Rate Group 2	PENDING	$ 6.72		See NRC prices below	
147			2 Wire Analog - Rate Group 1	PENDING	$ 8.75		See NRC prices below	
148			4 Wire Analog - Rate Group 3	PENDING	$ 12.93		See NRC prices below	
149			4 Wire Analog - Rate Group 2	PENDING	$ 13.46		See NRC prices below	
150			4 Wire Analog - Rate group 1	PENDING	$ 17.51		See NRC prices below	
151			2 Wire DSL - Rate Group 3	PENDING	$ 6.47		See NRC prices below	
152			2 Wire DSL - Rate group 2	PENDING	$ 6.72		See NRC prices below	
153			2 Wire DSL - Rate Group 1	PENDING	$ 8.75		See NRC prices below	
154			4 Wire DSL - Rate Group 3	PENDING	$ 12.93		See NRC prices below	
155			4 Wire DSL - Rate Group 2	PENDING	$ 13.46		See NRC prices below	
156			4 Wire DSL - Rate Group 1	PENDING	$ 17.51		See NRC prices below	
157		SAI to Terminal sub-loop						
158			2 Wire Analog - Rate group 3	PENDING	$ 4.85		See NRC prices below	
159			2 Wire Analog - Rate Group 2	PENDING	$ 5.56		See NRC prices below	
160			2 Wire Analog - Rate Group 1	PENDING	$ 5.90		See NRC prices below	
161			4 Wire Analog - Rate Group 3	PENDING	$ 9.75		See NRC prices below	
162			4 Wire Analog - Rate Group 2	PENDING	$ 11.13		See NRC prices below	
163			4 Wire Analog - Rate Group 1	PENDING	$ 11.77		See NRC prices below	
164			2 Wire DSL - Rate Group 3	PENDING	$ 4.85		See NRC prices below	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA				Recurring		Non-Recurring	
2	**SBC Generic Rates**			**USOC**	Monthly		First	Additional
165			2 Wire DSL - Rate Group 2	PENDING	$ 5.56		See NRC prices below	
166			2 Wire DSL - Rate Group 1	PENDING	$ 5.90		See NRC prices below	
167			4 Wire DSL - Rate Group 3	PENDING	$ 9.75		See NRC prices below	
168			4 Wire DSL - Rate Group 2	PENDING	$ 11.13		See NRC prices below	
169			4 Wire DSL - Rate Group 1	PENDING	$ 11.77		See NRC prices below	
170		SAI to NID sub-loop						
171			2 Wire Analog - Rate group 3	PENDING	$ 5.60		See NRC prices below	
172			2 Wire Analog - Rate Group 2	PENDING	$ 6.33		See NRC prices below	
173			2 Wire Analog - Rate Group 1	PENDING	$ 6.65		See NRC prices below	
174			4 Wire Analog - Rate Group 3	PENDING	$ 11.24		See NRC prices below	
175			4 Wire Analog - Rate Group 2	PENDING	$ 12.65		See NRC prices below	
176			4 Wire Analog - Rate Group 1	PENDING	$ 13.26		See NRC prices below	
177			2 Wire DSL - Rate Group 3	PENDING	$ 5.60		See NRC prices below	
178			2 Wire DSL - Rate Group 2	PENDING	$ 6.33		See NRC prices below	
179			2 Wire DSL - Rate Group 1	PENDING	$ 6.65		See NRC prices below	
180			4 Wire DSL - Rate Group 3	PENDING	$ 11.24		See NRC prices below	
181			4 Wire DSL - Rate Group 2	PENDING	$ 12.65		See NRC prices below	
182			4 Wire DSL - Rate Group 1	PENDING	$ 13.26		See NRC prices below	
183		Terminal to NID sub-loop						
184			2 Wire Analog - Rate Group 3	PENDING	$ 1.23		See NRC prices below	
185			2 Wire Analog - Rate Group 2	PENDING	$ 1.22		See NRC prices below	
186			2 Wire Analog - Rate Group 1	PENDING	$ 1.22		See NRC prices below	
187			4 Wire Analog - Rate Group 3	PENDING	$ 2.49		See NRC prices below	
188			4 Wire Analog - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
189			4 Wire Analog - Rate Group 1	PENDING	$ 2.43		See NRC prices below	
190			2 Wire DSL - Rate Group 3	PENDING	$ 1.23		See NRC prices below	
191			2 Wire DSL - Rate Group 2	PENDING	$ 1.22		See NRC prices below	
192			2 Wire DSL - Rate Group 1	PENDING	$ 1.22		See NRC prices below	
193			4 Wire DSL - Rate Group 3	PENDING	$ 2.49		See NRC prices below	
194			4 Wire DSL - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
195			4 Wire DSL - Rate Group 1	PENDING	$ 2.43		See NRC prices below	
196		NID sub-loop element						
197			2 Wire Analog - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
198			2 Wire Analog - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
199			2 Wire Analog - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
200			4 Wire Analog - Rate Group 3	PENDING	$ 0.32		See NRC prices below	
201			4 Wire Analog - Rate Group 2	PENDING	$ 0.32		See NRC prices below	
202			4 Wire Analog - Rate Group 1	PENDING	$ 0.32		See NRC prices below	
203			2 Wire DSL - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
204			2 Wire DSL - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
205			2 Wire DSL - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
206			4 Wire DSL - Rate Group 3	PENDING	$ 0.32		See NRC prices below	
207			4 Wire DSL - Rate Group 2	PENDING	$ 0.32		See NRC prices below	
208			4 Wire DSL - Rate Group 1	PENDING	$ 0.32		See NRC prices below	
209			2 Wire ISDN Compatible - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
210			2 Wire ISDN Compatible - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
211			2 Wire ISDN Compatible - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
212		**Sub-Loop Non-Recurring Charges**						
213			2-Wire Analog Sub-Loop	PENDING			$ 185.80	
214			4-Wire Analog Sub-Loop	PENDING			$ 186.65	
215			2-Wire xDSL Digital Sub-Loop	PENDING			$ 214.54	
216			4-Wire xDSL Digital Sub-Loop	PENDING			$ 218.09	
217			2-Wire ISDN Digital Sub-Loop	PENDING			$ 236.77	
218		**Service Order Charge**						
219			Establish, per occasion	PENDING			$ 14.57	
220			Add or change, per occasion	PENDING			$ 14.57	
221		**Line Connection Charge**						
222			per occasion	PENDING			$ 29.33	
223								
224	**Cross Connects**							
225		2-Wire		CXCT2	$ 0.14		NA	NA
226		4-Wire		CXCT4	$ 0.26		NA	NA
227		DS1/LT1		CXCDX	$ 0.36		NA	NA
228		DS3/LT3		CXC8X	$ 0.66		NA	NA
229		DS3 C.O. LOOP Cross-Connect to Collocation		CXCBX	$ 19.14		N/A	N/A
230								
231		**Interoffice Transport:**						
232		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 11.10		NA	NA
233			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 1.65		NA	NA
234		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 106.79		NA	NA
235			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 28.62		NA	NA
236			Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 106.79		NA	NA
237			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 28.62		NA	NA
238								
239	**Enhanced Extended Loop (EEL) Service Order per LSR**							
240	**/*/**	Electronic, Analog/2-Wire Digital Loop, Establishment Request,Install **/3/**		NKCAR			$ 6.89	
241	**/*/**	Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect **/3/**		NKCAS			$ 4.20	
242	**/*/**	Electronic, Analog/2-Wire Digital Loop, Subsequent Order **/3/**		NKCAT				$ 6.14
243	**/*/**	Manual, Analog /2-Wire Digital Loop, Establishment Request, Install **/3/**		NKCAU			$ 51.78	
244	**/*/**	Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect **/3/**		NKCAV			$ 34.80	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA			Recurring		Non-Recurring	
2	SBC Generic Rates		USOC	Monthly		First	Additional
245	/*/	Manual, Analog{2-Wire Digital Loop, Subsequent Order /3/	NKCAW				$ 48.55
246	/*/	Electronic, DSI Loop, Establishment Request, Install /3/	NKCAX			$ 11.39	
247	/*/	Electronic, DS I Loop, Establishment Request, Disconnect /3/	NKCAY			$ 6.00	
248	/*/	Electronic, DSI Loop, Subsequent Order /3/	NKCAZ				$ 6.14
249	/*/	Manual, DSI Loop, Establishment Request, Install /3/	NKCB1			$ 57.23	
250	/*/	Manual, DSI Loop, Establishment Request, Disconnect /3/	NKCB2			$ 34.80	
251	/*/	Manual, DSI Loop, Subsequent Order /3/	NKCB3				$ 48.55
252	/*/	Electronic, DS I or DS3 Transport, Establishment ReQuest, Install /3/	PENDING			$ 12.63	
253	/*/	Electronic, DSI or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			$ 6.69	
254	/*/	Manual. DS I or DS3 Transport, Establishment ReQuest, Install /3/	PENDING			$ 60.35	
255	/*/	Manual, DSI or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			$ 35.48	
256	/*/	Electronic, Non-channelized DS 1 EEL, Establishment Request, Install /3/	NKCB4			$ 11.39	
257	/*/	Electronic, Non-channelized DS 1 EEL, Establishment Request, Disconnect /3/	NKCB5			$ 6.00	
258	/*/	Manual, Non-channelized DS 1 EEL, Establishment Reauest, Install /3/	NKCB6			$ 57.23	
259	/*/	Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	NKCB7			$ 34.80	
260	/*/	Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			$ 12.63	
261	/*/	Electronic, CO Multiplexing. DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			$ 6.69	
262	/*/	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			$ 60.35	
263	/*/	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			$ 35.48	
264							
265	**Enhanced Extended Loop (EEL) New Combination per Element**						
266	/*/	2Wire Analog Loop Connection, Initial, Install /3/	NKCB8			$ 91.87	
267	/*/	2- Wire Analog Loop Connection, Initial, Disconnect /3/	NKCB9			$ 15.48	
268	/*/	2-Wire Analog(Loop Connection, Additional, Install /3/	NKCBA				$ 66.36
269	/*/	2- Wire Analog/ Loop Connection, Additional, Disconnect /3/	NKCBB				$ 10.55
270	/*/	4-Wire Analog/ Loop Connection, Initial, Install /3/	NKCBC			$ 93.41	
271	/*/	4-Wire Analog Loop Connection, Initial, Disconnect /3/	NKCBD			$ 17.04	
272	/*/	4-Wire Analog Loop Connection, Additional, Install /3/	NKCBE				$ 67.89
273	/*/	4- Wire Analog Loop Connection, Additional, Disconnect /3/	NKCBF				$ 12.11
274	/*/	2-Wire Digital Loop Connection, Initial, Install /3/	NKCBG			$ 100.08	
275	/*/	2-Wire Digital Loop Connection, Initial, Disconnect /3/	NKCBH			$ 14.98	
276	/*/	2-Wire Digital Loop Connection, Additional, Install /3/	NKCBJ				$ 66.20
277	/*/	2-Wire Digital Loop Connection, Additional, Disconnect /3/	NKCBK				$ 10.05
278	/*/	4-Wire Digital Loop Connection, Initial, Install /3/	NKCBL			$ 149.73	
279	/*/	4-Wire Digital Loop Connection, Initial, Disconnect /3/	NKCBM			$ 24.23	
280	/*/	4-Wire Digital Loop Connection, Additional, Install /3/	NKCBN				$ 101.19
281	/*/	4-Wire Digital Loop Connection, Additional, Disconnect /3/	NKCBO				$ 19.77
282	/*/	CO Multiplexing, DS I to Voice, Initial, Install /3/	PENDING			$ 89.92	
283	/*/	CO Multiplexing, DSI to Voice, Initial, Disconnect /3/	PENDING			$ 20.58	
284	/*/	CO Multiplexing, DSI to Voice, Additional, Install /3/	PENDING				$ 47.86
285	/*/	CO Multiplexing, DSI to Voice, Additional, Disconnect /3/	PENDING				$ 15.71
286	/*/	DS 1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	NKCBP			$ 148.01	
287	/*/	DSI Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	NKCBQ			$ 42.37	
288	/*/	DS 1 Interoffice Dedicated TranspOrt Collocated, Additional, Install /3/	NKCBR				$ 104.44
289	/*/	DS 1 Interoffice Dedicated Transport Collocated, Additional, Diconnect /3/	NKCBS				$ 34.03
290	/*/	DS1 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			$ 197.77	
291	/*/	DS1 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING			$ 42.37	
292	/*/	DS1 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				$ 128.18
293	/*/	DS1 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING				$ 34.03
294	/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	NKCBT			$ 199.34	
295	/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial,disconnect /3/	NKCBU			$ 42.37	
296	/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, install /3/	NKCBV				$ 128.38
297	/*/	4- Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, collocated, Addtl, disconnect /3/	NKCBW				$ 34.03
298	/*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, install /3/	NKCBX			$ 251.22	
299	/*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, disconnect /3/	NKCBY			$ 42.37	
300	/*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, install /3/	NKCBZ				$ 162.29
301	/*/	4-Wire DSI Digital Loop to DSI Dedicated Transport Non-collocated, additional, Disconnect /3/	NKCC1				$ 34.03
302	/*/	DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			$ 158.40	
303	/*/	DS3 Interoffice Dedicated TranspOrt Collocated, Initial, Disconnect /3/	PENDING			$ 42.37	
304	/*/	DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING				$ 82.93
305	/*/	DS3 Interoffice Dedicated Transport Collocated, Additional, disconnect /3/	PENDING				$ 34.03
306	/*/	DS3 Dedicated Transport Non-collocated, Initial, Install /3/	NKCC2			$ 214.23	
307	/*/	DS3 Dedicated Transport Non--collocated, Initial, Disconnect /3/	NKCC3			$ 42.37	
308	/*/	DS3 Dedicated Transport Non-collocated, Additional, Install /3/	NKCC4				$ 105.03
309	/*/	DS3 Dedicated Transport Non-collocated, Additional. Disconnect /3/	NKCC5				$ 34.03
310	/*/	Clear Channel Capability, Initial, Install /3/	NKCC6			$ 89.46	
311	/*/	Clear Channel Capability, Additional, Install /3/	PENDING				$ 24.26
312	/*/	**Clear Channel Capability, Additional, Disconnect /3/**	NKCC7				
313							
314	**Special Access to Une Conversion per Activity**						
315	/*/	Channelized Facility from Cage, DS1 , Design and Coordination Charge /3/	NKCC9			**$0.00**	
316	/*/	Channelized Facilit from Cage, DS1 ,Demarcation Re-Tag Charge /3/	PENDING			N/A	
317	/*/	Channelized Facility from Cage, DS3, Design and Coordination Charge /3/	NKCCA			$ 66.64	
318	/*/	Channelized Facilit from Cage, DS3, Demarcation Re- Tag Charge /3/	PENDING			N/A	
319	/*/	Non-Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	PENDING			$ 7.73	
320	/*/	Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/	PENDING			N/A	
321	/*/	Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	NKCCC			$ 7.73	
322	/*/	Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge /3/	PENDING			N/A	
323	/*/	Non-Channelized Facility from Cage, DS3, Design and Coordination charge /3/	NKCCD			$ 7.73	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

Line	INDIANA				Recurring		Non-Recurring	
2	SBC Generic Rates			USOC	Monthly		First	Additional
324	/*/	Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/		PENDING			N/A	
325	/*/	Channelized Facility from POP, DS1, Design and Coordination charge /3/		NKCCE			$ 83.69	
326	/*/	Channelized Facility from POP, DS1, Demarcation Re-Tag Charge /3/		PENDING			N/A	
327	/*/	Channelized Facility from POP, DS3, Design and Coordination Charge /3/		NKCCF			$ 66.64	
328	/*/	Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/		PENDING			N/A	
329	/*/	Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/		PENDING			$ 7.73	
330	/*/	Non-Channelized Facility from POP, DSO, Demarcation Re- Tag Charge /3/		PENDING			N/A	
331	/*/	Non-Channelized Facility from POP, DS1, Design and Coordination Charge /3/		NKCCH			$ 7.73	
332	/*/	Non-Channelized Facility from POP, DS1, Demarcation Re- Tag charge /3/		PENDING			N/A	
333	/*/	Non-Channelized Facility from POP, DS3, Design and Coordination Charge /3/		NKCCJ			$ 7.73	
334	/*/	Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/		PENDING			N/A	
335								
336	**Special Access to UNE Convesions Per Circuit**							
337	/*/	Project Administrative Activity		NKCC8			$ 21.23	
338								
339								
340	**Multiplexing**							
341		DS1 to Voice Grade		QMVX1-X3	$ 197.61		NA	NA
342		DS3 to DS1		QM3X1-X3	$ 260.24		NA	NA
343								
344	**Dedicated Transport Cross Connects**							
345		DS1		CXCDX	0.36		NA	NA
346		DS3		CXCEX	$ 0.66		NA	NA
347								
348	**Dedicated Transport Optional Features & Functions**							
349		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			$ 351.64	NA
350								
351	**Dedicated Transport Installation & Rearrangement Charges**							
352		DS1	Administration Charge - Per Order	ORCMX	NA		$ 322.47	NA
353			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 527.99	NA
354			Carrier Connection Charge - Per Order	NRBBL	NA		$ 458.62	NA
355								
356		DS3	Administration Charge - Per Order	ORCMX	NA		$ 251.64	NA
357			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 562.86	NA
358			Design & Central Office Connection Charge - Per Circuit	NRBC4	NA		$ 562.86	NA
359			Carrier Connection Charge - Per Order	NRBBL	NA		$ 305.85	NA
360			Carrier Connection Charge - Per Order	NRBDT	NA		$ 305.85	NA
361								
362	**Dark Fiber**							
363		Dark Fiber Interoffice						
364			Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$60.56		NA	NA
365			Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$0.01768		NA	NA
366			Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$2.22		NA	NA
367		Inquiry (Per Request)						
368			Dark Fiber Interoffice Transport - NRC	NR9D6	NA		$284.68	NA
369								
370		FIRM ORDER (Per Fiber Strand)						
371			Administrative per Order					
372			Connect	NRB51	NA		$9.92	NA
373			Disconnect	NR9H2	NA		$8.78	NA
374			Connect	NRB52	NA		$276.79	NA
375			Disconnect	NR9H3	NA		$76.07	NA
376			Dark Fiber Interoffice Transport - NRC					
377			Connect	NRB54	NA		$348.47	NA
378			Disconnect	NR9H5	NA		$139.55	NA
379								
380								
381		**Routine Modifications**						
382			**Routine Modifications of Existing Facilities Charge**	**N3RUE**	**NA**		**ICB**	**NA**
383								
384	**LNP**							
385	Local Number Portability /4/			NSR	$0.00		N/A	
386								
387	Maintenance of Service Charges			VRP	NA		$ 51.00	NA
388								
389								
390	***OTHER***							
391		**DIRECTORY ASSISTANCE**						
392								
393		**Facility-Based DA**						
394			Directory Assistance, per call	OPEN	$ 0.30		NA	NA
395			Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
396			Directory Assistance/National Directory Assistance, Reverse DA, per call	OPEN	$ 0.35		NA	NA
397			Branding - Other - Initial/Subsequent Load	OPEN			$1,800.00	NA
398			- per call	OPEN	$ 0.025			
399			Branding - Facility Based - Initial/Subsequent Load					
400			- Branding, per trunk group	OPEN	NA		$ 800.00	NA
401			Directory Assistance - Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
402			Directory Assistance - Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
403								

TBD -To be determined
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ICB -Individal Case Basis
NA -Not Applicable

Line	INDIANA				Recurring		Non-Recurring	
2	**SBC Generic Rates**			**USOC**	Monthly		First	Additional
404		**DA Listings**						
405		**DA Listing Liscense**						
406			Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
407			- per listing for initial load	OPEN	NA		$ 0.040	NA
408			- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
409			Option #2 Full File (all states inclusive) Billable Release					
410			- per listing for initial load	OPEN	NA		$ 0.020	NA
411			- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
412			- per usage/query	OPEN	NA		$ 0.020	NA
413			Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
414			- per listing for initial load	OPEN	NA		$ 0.050	NA
415			- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
416			Option #4 Pick & Choose (by state) Billable Release					
417			- per listing for initial load	OPEN	NA		$ 0.020	NA
418			- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
419			- per usage/query	OPEN	NA		$ 0.020	NA
420								
421		**OPERATOR SERVICES**						
422			Fully Automated Call Processing, per occurrence	OPEN	$ 0.15		NA	NA
423			Operator Assisted Call Processing, per work second	OPEN	$ 0.02		NA	NA
424			Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	NA
425			- per call	OPEN	$ 0.025			
426			Branding - Facility Based - Initial/Subsequent Load					
427			- per trunk group	OPEN	NA		$ 800.00	NA
428			Operator Services - Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
429			Operator Services - Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
430								
431		**Ancillary Message Billing Compensation (Per Message)**		OPEN	$ 0.03		NA	NA
432								
433								
434		**Structure Access - Poles & Ducts**			Annually			
435			Per Pole attachment*	OPEN	$ 3.08			
436			Per Foot of innerduct	OPEN	$ 0.33			
437			Application fee	OPEN			$ 200.00	
438			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
439			additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
440								
441		**Emergency Number Service Access**						
442			911 Selective Router Interconnection					
443			-Each DSO installed	USAGE	$ -		$ 665.49	
444			-Analog Channel Interface	EVG9X	$ 26.64		$ 770.97	
445			ANI/ALI/SR and Database Management					
446			- Per 100 records, rounded up to nearest 100	9S89X	$ 3.55		$ -	
447								
448			Access Routing File, per carrier	USAGE	$ 50.80			
449			911 Selective Router Switch Administration					
450			-Per Selective Router	USAGE	$ 5.57		$ 1,717.33	
451								
452	**INTERCARRIER COMPENSATION**							
453								
454		**Rate for All ISP-Bound and Section 251(b)(5) Traffic, as per FCC 01-131, per MOU**		USAGE	$ 0.000700			
#REF!								
#REF!								
#REF!	/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**						
#REF!								
#REF!	/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,**						
#REF!		**and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.**						
#REF!								
#REF!	/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.**						
#REF!								
#REF!	/*/	**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 any questions.**						
#REF!								
#REF!	/4/	**Pursuant to FCC Tariff #2 Section 4, effective from June 1, 2004, billing shall cease effective October 1, 2004.**						
#REF!								
#REF!								
#REF!	***RESALE***				***RESALE DISCOUNTS***			
#REF!		**BUSINESS**			RECURRING		NON-RECURRING	
#REF!		**LOCAL EXCHANGE SERVICE**						
#REF!		Business 1 Party		RESALE	21.46%		21.46%	
#REF!		Business - Measured		RESALE	21.46%		21.46%	
#REF!		Customer Operated Pay Telephone (COPT)		RESALE	21.46%		21.46%	
#REF!								
#REF!		**EXPANDED LOCAL CALLING**						
#REF!		Extended Area Service		RESALE	21.46%		21.46%	
#REF!								
#REF!		**VERTICAL SERVICES**						
#REF!		Anonymous Call Rejection		RESALE	21.46%		21.46%	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

Line	INDIANA		Recurring		Non-Recurring	
2	**SBC Generic Rates**	**USOC**	Monthly		First	Additional
#REF!	Repeat Dialing (Auto Redial)	RESALE	21.46%		21.46%	
#REF!	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	21.46%		21.46%	
#REF!	Call Blocker	RESALE	21.46%		21.46%	
#REF!	Call Forwarding	RESALE	21.46%		21.46%	
#REF!	Call Forwarding - Busy Line	RESALE	21.46%		21.46%	
#REF!	Call Forwarding - Busy Line/Don't Answer	RESALE	21.46%		21.46%	
#REF!	Call Forwarding - Don't Answer	RESALE	21.46%		21.46%	
#REF!	Automatic CallBack (Call Return)	RESALE	21.46%		21.46%	
#REF!	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	21.46%		21.46%	
#REF!	Call Trace	RESALE	21.46%		21.46%	
#REF!	Call Waiting	RESALE	21.46%		21.46%	
#REF!	Caller ID WithName (Calling Name)	RESALE	21.46%		21.46%	
#REF!	Caller ID (Calling Number)	RESALE	21.46%		21.46%	
#REF!	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	21.46%		21.46%	
#REF!	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	21.46%		21.46%	
#REF!	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%		0.00%	
#REF!	Selective Call Forwarding	RESALE	0.00%		0.00%	
#REF!	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	21.46%		21.46%	
#REF!	Remote Call Forwarding-Per Feature	RESALE	21.46%		21.46%	
#REF!	RCF, Interstate, Interexchange	RESALE	21.46%		21.46%	
#REF!	RCF, Intrastate	RESALE	21.46%		21.46%	
#REF!	RCF, Interstate, International	RESALE	21.46%		21.46%	
#REF!	RCF, Intrastate, Interexchange	RESALE	21.46%		21.46%	
#REF!	RCF to 800	RESALE	21.46%		21.46%	
#REF!	RCF Additional	RESALE	21.46%		21.46%	
#REF!	Speed Calling 8	RESALE	21.46%		21.46%	
#REF!	Speed Calling 30	RESALE	21.46%		21.46%	
#REF!	Three Way Calling	RESALE	21.46%		21.46%	
#REF!	Call Screening	RESALE	21.46%		21.46%	
#REF!	Busy Line Transfer	RESALE	21.46%		21.46%	
#REF!	Alternate Answer	RESALE	21.46%		21.46%	
#REF!	Message Waiting - Tone	RESALE	21.46%		21.46%	
#REF!	Easy Call	RESALE	21.46%		21.46%	
#REF!	Prime Number Service	RESALE	21.46%		21.46%	
#REF!	SBC Indiana Privacy Manager	RESALE	21.46%		21.46%	
#REF!	Name and Number Delivery Service	RESALE	21.46%		21.46%	
#REF!						
#REF!	**DID**					
#REF!	DID	RESALE	21.46%		21.46%	
#REF!						
#REF!	**TRUNKS**					
#REF!	Trunk	RESALE	21.46%		21.46%	
#REF!						
#REF!	**AIN**					
#REF!	Area Wide Networking	RESALE	21.46%		21.46%	
#REF!	SBC Indiana Switch Alternate Routing (ANSAR)	RESALE	21.46%		21.46%	
#REF!	SBC Indiana Customer Location Alternate Routing (ACLAR)	RESALE	21.46%		21.46%	
#REF!						
#REF!	**OTHER**					
#REF!	Grandfathered Services	RESALE	0.00%		0.00%	
#REF!	Promotions (Greater than 90 days)	RESALE	21.46%		21.46%	
#REF!	TouchTone (Business)	RESALE	21.46%		21.46%	
#REF!	TouchTone (Trunk)	RESALE	21.46%		21.46%	
#REF!	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
#REF!	976 (976 Information Delivery Service)	RESALE	0%		0%	
#REF!	Access Services (See Access Tariff)	RESALE	0%		0%	
#REF!	Additional Directory Listings	RESALE	21.46%		21.46%	
#REF!	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
#REF!	Connection Services	RESALE	21.46%		21.46%	
#REF!	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
#REF!	Shared Tenant Service	RESALE	0%		0%	
#REF!	Restoral of Service Charge	RESALE	0%		21.46%	
#REF!	**Data Services**					
#REF!	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	21.46%		21.46%	
#REF!	PBX Trunks	RESALE	21.46%		21.46%	
#REF!	Mulit-Service Optical Network (MON)	RESALE	21.46%		21.46%	
#REF!	OCn-PTP	RESALE	21.46%		21.46%	
#REF!	ADTS-E	RESALE	21.46%		21.46%	
#REF!	DS0	RESALE	21.46%		21.46%	
#REF!	DS1	RESALE	21.46%		21.46%	
#REF!	DS3	RESALE	21.46%		21.46%	
#REF!						
#REF!	**ISDN**					
#REF!	ISDN	RESALE	21.46%		21.46%	
#REF!						
#REF!	**DIRECTORY ASSISTANCE SERVICES**	RESALE	21.46%		20.29%	
#REF!	Local Operator Assistance Service	RESALE	21.46%		21.46%	
#REF!						
#REF!	**TOLL**					
#REF!	TOLL	RESALE	21.46%		21.46%	
#REF!						

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

Line	INDIANA		Recurring		Non-Recurring	
2	**SBC Generic Rates**	**USOC**	Monthly		First	Additional
#REF!	**OPTIONAL TOLL CALLING PLANS**					
#REF!	Optional Toll Calling Plans	RESALE	21.46%		21.46%	
#REF!						
#REF!	**CENTREX (PLEXAR)**					
#REF!	SBC Indiana Centrex Service ACS	RESALE	21.46%		21.46%	
#REF!	SBC Indiana Centrex Network Manager	RESALE	0.00%		0.00%	
#REF!						
#REF!	**PRIVATE LINE**					
#REF!	Analog Private Lines	RESALE	21.46%		21.46%	
#REF!	Private Line Channel Services	RESALE	21.46%		21.46%	
#REF!						
#REF!	**RESIDENCE**		***RESALE DISCOUNTS***			
#REF!	**LOCAL EXCHANGE SERVICE**		RECURRING		NON-RECURRING	
#REF!	Life Line	RESALE	0.00%		0.00%	
#REF!	Residence 1 Party	RESALE	21.46%		21.46%	
#REF!	Residence Measured	RESALE	21.46%		21.46%	
#REF!						
#REF!	**EXPANDED LOCAL CALLING**					
#REF!	Extended Area Service	RESALE	21.46%		21.46%	
#REF!	**VERTICAL SERVICES**					
#REF!	Anonymous Call Rejection	RESALE	21.46%		21.46%	
#REF!	Repeat Dialing (Auto Redial)	RESALE	21.46%		21.46%	
#REF!	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	21.46%		21.46%	
#REF!	Call Blocker	RESALE	21.46%		21.46%	
#REF!	Call Forwarding	RESALE	21.46%		21.46%	
#REF!	Call Forwarding - Busy Line	RESALE	21.46%		21.46%	
#REF!	Call Forwarding - Busy Line/Don't Answer	RESALE	21.46%		21.46%	
#REF!	Call Forwarding - Don't Answer	RESALE	21.46%		21.46%	
#REF!	Automatic Call-Back (Call Return)	RESALE	21.46%		21.46%	
#REF!	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	21.46%		21.46%	
#REF!	Call Trace	RESALE	21.46%		21.46%	
#REF!	Call Waiting	RESALE	21.46%		21.46%	
#REF!	Caller ID with Name (Calling Name)	RESALE	21.46%		21.46%	
#REF!	Caller ID (Calling Number)	RESALE	21.46%		21.46%	
#REF!	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	21.46%		21.46%	
#REF!	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	21.46%		21.46%	
#REF!	Remote Access to Call Forwarding (GF)	RESALE	21.46%		21.46%	
#REF!	RCF, Interstate, Interexchange	RESALE	21.46%		21.46%	
#REF!	RCF, Intrastate	RESALE	21.46%		21.46%	
#REF!	RCF, Interstate, International	RESALE	21.46%		21.46%	
#REF!	RCF, Intrastate, Interexchange	RESALE	21.46%		21.46%	
#REF!	RCF to 800	RESALE	21.46%		21.46%	
#REF!	RCF Additional	RESALE	21.46%		21.46%	
#REF!	Selective Call Forwarding	RESALE	21.46%		21.46%	
#REF!	Speed Calling 8	RESALE	21.46%		21.46%	
#REF!	Three Way Calling	RESALE	21.46%		21.46%	
#REF!	Call Screening	RESALE	21.46%		21.46%	
#REF!	Busy Line Transfer	RESALE	21.46%		21.46%	
#REF!	Alternate Answer	RESALE	21.46%		21.46%	
#REF!	Message Waiting - Tone	RESALE	21.46%		21.46%	
#REF!	Easy Call	RESALE	21.46%		21.46%	
#REF!	SBC Indiana Privacy Manager	RESALE	21.46%		21.46%	
#REF!	Name and Number Delivery Service	RESALE	21.46%		21.46%	
#REF!						
#REF!	**ISDN**					
#REF!	ISDN	RESALE	21.46%		21.46%	
#REF!						
#REF!	**DIRECTORY ASSISTANCE SERVICES**	RESALE	21.46%		21.46%	
#REF!	Local Operator Assistance Service	RESALE	21.46%		21.46%	
#REF!	Reverse Directory Assistance	RESALE	$1.25		NA	
#REF!						
#REF!	**OTHER**					
#REF!	Grandfathered Services	RESALE	0.00%		0.00%	
#REF!	Promotions (Greater than 90 Days)	RESALE	21.46%		21.46%	
#REF!	TouchTone	RESALE	21.46%		21.46%	
#REF!	Home Services Packages	RESALE	21.46%		21.46%	
#REF!	900/976 Call Blocking (900/976 Call Restriction)	RESALE	21.46%		21.46%	
#REF!	976 (976 Information Delivery Service)	RESALE	21.46%		21.46%	
#REF!	Access Services (See Access Tariff)	RESALE	0%		0%	
#REF!	Additional Directory Listings	RESALE	21.46%		21.46%	
#REF!	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	21.46%		21.46%	
#REF!	Connection Services	RESALE	21.46%		21.46%	
#REF!	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
#REF!	Shared Tenant Service	RESALE	0%		0%	
#REF!						
#REF!	**TOLL**					
#REF!	Custom and Dedicated 800 Service (Home 800)	RESALE	21.46%		21.46%	
#REF!	IntraLATA MTS	RESALE	21.46%		21.46%	
#REF!	Toll Restriction	RESALE	21.46%		21.46%	
#REF!						
#REF!	**Electronic Billing Information Data (daily usage)**	RESALE	$0.00			

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

Line	INDIANA		Recurring		Non-Recurring	
2	**SBC Generic Rates**	**USOC**	Monthly		First	Additional
#REF!	per message					
#REF!						
#REF!						
#REF!	**Line Connection Charge**					
#REF!	Residence	RESALE			2146%	
#REF!	Business	RESALE			2146%	
#REF!						
#REF!	**Service Order/Service Request Charge**					
#REF!	Residence	RESALE			2146%	
#REF!	Business	RESALE			2146%	
#REF!						
#REF!	**Non-Electronic (Manual) Service Order Charge**					
#REF!	Residence	RESALE			$9.02	
#REF!	Business	RESALE			$9.02	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

SBC INDIANA
SECTION 271 REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which SBC INDIANA will report performance to Neutral Tandem-Arkansas, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Missouri, LLC; Neutral Tandem-Nevada, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Texas, LLC (CLEC) and compare that performance to SBC INDIANA's own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

1.0 SBC INDIANA agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – SBC INDIANA Performance Measurement User Guide. SBC INDIANA will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. SBC INDIANA further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.

1.1 SBC INDIANA will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to SBC INDIANA on or before the last day of the month for which data is sought, SBC INDIANA shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to SBC INDIANA after the last day of the month for which data is sought, SBC INDIANA shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

2.0 SBC INDIANA will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (SBC INDIANA retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. SBC INDIANA agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for SBC INDIANA retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the SBC INDIANA retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to SBC INDIANA's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.

3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both SBC INDIANA and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

SBC INDIANA will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\sigma_{DIFF} = SQRT[\sigma^2_{ILEC} (1 / n_{CLEC} + 1 / n_{ILEC})]$
σ^2_{ILEC} = 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

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{ILEC} P_{ILEC} + n_{CLEC} P_{CLEC})}{n_{ILEC} + n_{CLEC}}$$

Step 2:

$$\sigma_{PILEC-PCLEC} = SQRT[\rho(1-\rho)] / n_{ILEC} + \rho(1-\rho)] / n_{CLEC}$$

Step 3:

$$Z = (P_{ILEC} - P_{CLEC}) / \sigma_{PILEC-PCLEC}$$

Where: n = number of observations
P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = R_{ILEC} - R_{CLEC}$
$R_{ILEC} = num_{ILEC} / denom_{ILEC}$
$R_{CLEC} = num_{CLEC} / denom_{CLEC}$
$\sigma_{DIFF} = SQRT \{[(num_{CLEC} + num_{ILEC}) \div (denom_{CLEC} + denom_{ILEC})] * (1 / denom_{CLEC} + 1 / denom_{ILEC})\}$

4.0 Qualifications to use Z-Test:

4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.

4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.

4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{ILEC} - M_{CLEC}$, $P_{ILEC} - P_{CLEC}$, $R_{ILEC} - R_{CLEC}$).

4.4 For measurements where the performance delivered to the CLEC is compared to SBC INDIANA performance and for which the number of data points are 29 or less for either the CLEC or SBC INDIANA, SBC INDIANA will apply the following alternatives for compliance.

4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and SBC INDIANA Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

SBC INDIANA applies the Z-Test as described in section 3.0.

4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

(1) Choose a sufficiently large number T.

(2) Pool and mix the CLEC and ILEC data sets.

(3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).

(4) Compute and store the Z-test score (Z_S) for this sample.

(5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).

(6) Order the Z_S results computed and stored in step 4 from lowest to highest.

(7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.

(8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. (P = rank / T).

(9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If Z_A > the Critical Z-value, then the performance is non-compliant.

4.5 SBC INDIANA and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

SBC INDIANA agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

5.1 SBC INDIANA will pay Liquidated Damages to the CLEC according to the terms set forth in this document.

5.2 Liquidated damages apply to Tier 1 measurements identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2.

5.3 Assessments are applicable to Tier 2 measures identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.

5.4 The SBC Indiana Section 271 Remedy Plan shall be available for adoption by any CLEC pursuant to Section 252(i) of the Act. SBC INDIANA will not be liable for the payment of Tier 1 damages until 10 days after receipt by SBC INDIANA of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and SBC INDIANA, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by SBC INDIANA of the self-identification form posted on the CLEC OnLine website (https://clec.sbc.com/clec). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. SBC INDIANA will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and SBC INDIANA have signed.

5.5 SBC INDIANA will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Indiana. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), SBC INDIANA will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.

5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (https://clec.sbc.com/clec). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

6.1 SBC INDIANA agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, SBC INDIANA and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SBC INDIANA and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.

6.2 SBC INDIANA's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC INDIANA and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SBC INDIANA's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that SBC INDIANA has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC INDIANA's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that SBC INDIANA's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by SBC INDIANA under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SBC INDIANA seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SBC INDIANA has met or continues to meet the requirements of section 271 of the Act.

6.3 SBC INDIANA shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.

6.4 Every six months, CLEC may participate with SBC INDIANA, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Proposed modifications by a party or parties to: (1) the SBC Indiana Section 271 Remedy Plan, (2) any attachments to that Plan, and/or (3) the SBC Midwest Performance Measurement User Guide (Appendix 1 to this document) should first be raised in the regional six-month review meetings, or in Indiana-specific performance measure or remedy plan collaborative workshops or conference calls prior to the party of

parties seeking approval of the modifications from the Commission. This does not preclude the Commission ordering, or the Commission staff requesting, on its own motion, changes to the PM User Guide. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement. The SBC Indiana Section 271 Remedy Plan is under the oversight and control of the Commission; agreed-upon or disputed proposals for modifications to the SBC Indiana Section 271 Remedy Plan or the PM User Guide must be approved by the Commission in order to take effect.

6.5 CLEC and SBC INDIANA 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 document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SBC INDIANA will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC INDIANA's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, SBC INDIANA shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. SBC INDIANA agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

6.6 SBC INDIANA agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Cause No. 41657. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by SBC INDIANA and approved by the Commission will conduct these audits at SBC INDIANA's expense.

6.7 The term of the SBC Indiana Section 271 Remedy Plan is indefinite. Expiration of the SBC Indiana Section 271 Remedy Plan shall require approval by the Commission.

7.0 Exclusions Limited

7.1 SBC INDIANA will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless SBC INDIANA prevails in a waiver of liability filed with the Commission seeking expedited resolution. SBC INDIANA bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. SBC INDIANA will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends SBC INDIANA's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SBC INDIANA's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.

7.2 In addition to the provisions set forth herein, SBC INDIANA shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC INDIANA or under the Act or Indiana law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

7.3 In any event where SBC INDIANA believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC INDIANA or under the Act or Indiana law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC INDIANA shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if SBC INDIANA prevails. If SBC INDIANA does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. SBC INDIANA shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. SBC INDIANA will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.

7.4 SBC INDIANA and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Indiana interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SBC INDIANA pursuant to any Indiana interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by SBC INDIANA, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by SBC INDIANA under all SBC INDIANA interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all SBC INDIANA interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but SBC INDIANA has paid less than that amount due to the monthly threshold, SBC INDIANA shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, SBC INDIANA shall be obligated to pay ONLY the actual calculated amount of damages and assessments.

7.5 Whenever SBC INDIANA Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then SBC INDIANA may request a hearing before the Commission. Upon timely commencement of this proceeding, SBC INDIANA must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, SBC INDIANA must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. SBC INDIANA's application will be processed in an expedited manner under the process set forth in the Procedural Rules. SBC INDIANA will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If SBC INDIANA reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SBC INDIANA has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that SBC INDIANA should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why SBC INDIANA should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

7.6 SBC INDIANA's Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due SBC INDIANA for services provided to the CLEC in the same month for which the remedy liability was incurred.

7.7 SBC INDIANA will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.

7.8 With respect to any interconnection agreement, SBC INDIANA or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to CLECs:

8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when SBC INDIANA delivers "non-compliant" performance as defined in Section 3 above.

8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which SBC INDIANA has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which SBC INDIANA met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.

8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance SBC INDIANA provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require SBC INDIANA to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if SBC INDIANA was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, SBC INDIANA will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.

8.7 During this "proof of compliance" period, SBC INDIANA will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when SBC INDIANA provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

8.8 SBC INDIANA is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for SBC INDIANA to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. SBC INDIANA will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.

8.9 In the event that performance measurement results need to be restated, SBC INDIANA will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

8.10 If it is determined through restatement of performance results or other means that SBC INDIANA underpaid liquidated damages due a CLEC, or assessments due the State, SBC INDIANA will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that SBC INDIANA overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

8.11 SBC INDIANA shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes SBC INDIANA for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.

8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, SBC INDIANA will, at request of the CLEC, initiate a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	$35	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$50	$70	$125	$250	$350	$450
80.0% <= IV < 86.0%	$75	$90	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	$30	$55	$100	$200	$300	$400
86.0% <= IV < 92.0%	$40	$65	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$80	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$25	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$35	$60	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$75	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	$9,000	$15,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$12,500	$20,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$15,000	$25,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$20,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	$7,500	$12,500	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$10,000	$17,500	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$15,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$20,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000

Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$5,000	$10,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$7,500	$15,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$10,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$15,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	$200
Per Measure / Cap*	$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when SBC INDIANA and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an

assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

10.1 If SBC INDIANA fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:

- If no reports are filed, $5,000 per day past due;
- If incomplete reports are filed, $1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed $5,000 per day past due.

10.2 If SBC INDIANA alters previously reported data for a CLEC, and after discussions with SBC INDIANA the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."

10.3 When SBC INDIANA performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SBC INDIANA shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC INDIANA performance through March is such that SBC INDIANA owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that SBC INDIANA fails to pay the required amount, SBC INDIANA will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional $3,000 per day to the State Fund designated by the Commission for a past due assessment.

10.4 SBC INDIANA may not withhold payment of liquidated damages to a CLEC unless SBC INDIANA has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.

10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and SBC INDIANA.

10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SBC INDIANA reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar

amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that Section 12 be moved to Appendix 1 – SBC INDIANA Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SBC INDIANA will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the "Qualifying Measurements"). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent SBC INDIANA Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for SBC INDIANA Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if SBC INDIANA fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where SBC INDIANA has failed to provide parity or benchmark performance for 3 consecutive months. If SBC INDIANA fails to provide parity or benchmark performance in Indiana for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then SBC INDIANA shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Indiana) (a document available from CLEC Account Managers or found on the SBC INDIANA Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – SBC INDIANA Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE
Version 1.9

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Pre-Ordering/Ordering

1.1 Average Response Time for Manual Loop Make-Up Information

Definition:

The average time required to provide manual loop qualification for DSL capable loops measured in business days.

Exclusions:

Manual request for loop makeup information not initiated by the CLEC. However, manual loop makeup requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.

Business Rules:

The time starts when a request is received from the CLEC and ends when the information on the loop qualification has been made available to the CLEC.

For Manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual system.

Levels of Disaggregation:

None

Calculation:	Report Structure:
∑(Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received) ÷ Total loop qualifications	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med

Benchmark:

Parity with SBC/Ameritech Affiliate

Reporting of PM 1.2 Suspended Upon Implementation of PM 1.3 – Deletion of PM 1.2 To Be Addressed At Next Six-Month Review

1.2 Accuracy of Actual Loop Makeup Information Provided for DSL Orders

Definition:

The percent of accurate DSL actual Loop Makeup Information provided to the CLEC.

Exclusions:

None

Business Rules:

This measurement tracks accuracy of the loop makeup information provided to the CLEC. It compares reported loop makeup information to actual loop makeup information on the loop provided to the CLEC, and it captures both the clerical error and underlying data error.

Levels of Disaggregation:

DSL actual Loop Makeup Information provided:

Manually
Electronically

Calculation:	Report Structure:
(# of orders for which Loop makeup information provided by AIT is identical to engineering work confirmation/DLR ÷ total actual Loop Makeup Information responses) * 100	Reported on a CLEC, all CLECs, AIT Affiliate basis by interface for EDI, or manually, depending on method of provision of actual loop makeup information.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med

Benchmark:

Parity with Ameritech DSL Affiliate
NOTE: Reporting of results, and payment of any remedies or assessments due, are to be suspended upon implementation of PM 1.3. No results will be calculated and no remedies or assessments will be calculated or paid.

New Performance Measure

1.3 Accuracy of Actual Loop Makeup Information Provided for DSL Orders
Definition:
The percent of DSL orders provisioned based upon accurate information from an SBC Ameritech loop qualification response for four categories: loop length, bridge, load, repeaters. Note that the only Loop Qualification restriction on YZP/AS IS orders is Loop Length. Therefore, the YZP/AS IS Level of Disaggregation below will only measure the accuracy of LMU for Loop Length. The other three categories will be reported for Diagnostic purposes. Identification of incorrect loop qualification response will be described in the Business Rule section below.
Exclusions:
Circuits that require conditioning if originally ordered YZP or 'AS IS' based on accurate loop makeup information.

Business Rules:

This measure assesses whether SBC Ameritech is able to provide a loop in response to a CLEC order that, based upon the loop qualification information provided by SBC Ameritech in response to the CLEC request, correctly reflects the specifications communicated on the Loop Qualification response.

Outlined below is what will count as an inaccurate record in each criteria:

Loop Length:

YZP/AS IS:
If Loop Makeup information says that the loop length is within YZP parameters (<17.5 kft), however the Loop is discovered to be outside of the parameters, SBC will count this Loop Makeup as inaccurate.

Standard Ordering (Non YZP/AS IS):
When there is a published Loop Length specification as it pertains to either SPEC code or product availability, if the inaccurate record shows loop length within the published specification, when in reality they are not, SBC will consider this an inaccurate LMU.

Bridge/Load/Repeater:

YZP/AS IS:
If, during the YZP/AS IS trouble process, Load or Repeaters are discovered that were not accurately reflected in Loop Qualification at that time, SBC will consider such record inaccurate. If, during the YZP/AS IS trouble process, Bridge Tap is found to be excessive that was not Excessive in Loop Makeup at that time, SBC will consider such record inaccurate.

Standard Ordering (Non YZP/AS IS):
If Loop Qualification either shows a Load or Repeater exists when it does not, causing CLEC to update SPEC code, SBC will consider such record inaccurate. If order completes, effect would be CLEC opens trouble ticket. If Loop Qualification either shows a Load or Repeater does not exists when it does, causing CLEC to update SPEC code. If order completes, CLEC would open trouble ticket.

Three activities will identify when an incorrect Loop Makeup was provided to the CLEC that inhibited provisioning of a DSL order:

- A specific jeopardy will be sent (identifying the need for the CLEC to adjust the SPEC code to reflect the LMU of the loop actually available for provisioning),
- An Installation trouble report will be opened (to remedy one of the four categories of loop qualification described above), or
- A subsequent conditioning-only order was required for bridge, load or repeaters.

Included in the denominator are all DSL loop orders completed within the report period, along with all cancelled DSL loop orders for which jeopardies are returned to CLECs indicating that specifications of the loop available for provisioning does not match the specifications provided on the Loop Qualification response. The numerator will include only those orders that complete without a jeopardy (as described above) being issued, without an installation trouble report requiring conditioning to be added, and without a subsequent conditioning only order being required.

Levels of Disaggregation:

DSL actual Loop Makeup Information provided:

Manually

- Standard Ordering (Non YZP/AS IS)
- YZP/AS IS Loop length only
- YZP/AS IS-bridge/load/repeaters (Diagnostic only)

Electronically

- Standard Ordering (Non YZP/AS IS)
- YZP/AS IS Loop length only
- YZP/AS IS-bridge/load/repeaters (Diagnostic only)

Calculation:	Report Structure:
(Number of DSL Loop orders installed without a related installation trouble report requiring conditioning, without a subsequent conditioning-only order, and without issuance of a jeopardy for loop qual data issue) ÷ (Total DSL loop orders completed and DSL loop orders cancelled due to jeopardy for loop qual data) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med

Benchmark:

YZP/AS IS: Parity with SBC/Ameritech DSL Affiliate
Standard Ordering (Non-YZP/AS IS): 95% Benchmark
Tier 1/Tier 2 Diagnostic for the YZP/AS IS-bridge/load/repeater disaggregation.

2. Percent Responses Received within "X" seconds – OSS Interfaces

Definition:

The percent of responses completed in "x" seconds for pre-order interfaces (WebVerigate, EDI and CORBA) by function.

Exclusions:

None

Business Rules:

Timestamps for the interfaces (WebVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times**.** The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (WebVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC On-line website.

https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls

For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC.

If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

Levels of Disaggregation:

- Address Verification
- Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions)
- Customer Service Inquiry (CSI) < = 30 WTNs (Also broken down for Lines as required for DIDs).
- Customer Service Inquiry (CSI) > 30 WTNs/lines
- Service Availability
- Service Appointment Scheduling (Due Date)
- Dispatch Required
- PIC
- Actual Loop Makeup Information requested
- Design Loop Makeup Information requested (includes Pre-Qual transactions)
- Protocol translation time – EDI (includes input and output times)
- Protocol translation time – CORBA (includes input and output times)
- Protocol translation time – Web Verigate (includes input and output times)

Calculation:	Report Structure:

(# of responses within each time interval ÷ total responses) * 100	Reported for a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its' affiliate), by interface.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med

Benchmark:

No damages will apply to the Protocol Translation Times for Web Verigate. No damages apply to the disaggregation for CSIs with greater than 30 WTNs/lines. Critical z-value does not apply.

Measurement	Web Verigate, EDI and CORBA
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds
Customer Service Inquiry < or = 30 WTNs/lines	95% in <= 15 seconds
Customer Service Inquiry > 30 WTNs/lines	95% in <= 60 seconds diagnostic
Service Availability	95% in <= 13 seconds
Service Appointment Scheduling (Due Date)	95% in <= 5 seconds
Dispatch Required	95% in <= 19 seconds
PIC	95% in <= 25 seconds
Actual Loop Makeup Information requested (5 or less loops searched)	95% in <= 30 seconds
Actual Loop Makeup Information requested (greater than 5 loops searched)	95% in <= 60 seconds
Design Loop Makeup Information requested (includes Pre-Qual transactions)	95% in <= 15 seconds
Protocol Translation Time – EDI (input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <= 1 seconds
Protocol Translation Time – Web Verigate (input and output)	95% in <= 1 second diagnostic

4. OSS Interface Availability

Definition:

Percent of time OSS interface is available compared to scheduled availability.

Exclusions:

Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

Business Rules:

The total "number of hours functionality to be available" is the cumulative number of hours (by date and time on a 24 hour clock) over which SBC/Ameritech plans to offer and support CLEC access to SBC/Ameritech's operational support systems (OSS) functionality during the reporting period. "Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the SBC/Ameritech interface is capable of accepting or receiving CLEC transactions or data files for processing through the interface and supporting operational support systems (OSS). The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent System Availability" measure. (SBC/Ameritech will not schedule normal system maintenance during normal business hours (8:00 a.m. to 5:30 p.m. central time, Monday through Friday)).

When interfaces experience partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC. Determination of the availability factor is governed by SBC/Ameritech's Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever an interface experiences complete unavailability, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SBC/Ameritech shall calculate the availability time rounded to the nearest minute.

Levels of Disaggregation:

- TCNET (only through retirement)
- EBTA
- EBTA GUI
- BOP-GUI (as it is implemented in the SBC/Ameritech region)
- Web LEX

EDI Ordering Protocols

- EDI VAN
- EDI SSL3
- NDM

- Web Verigate
- Web Toolbar
- ARAF
- EDI Pre-order
- CORBA Pre-order

Calculation:	Report Structure:
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours] * 100	Reported on a total wholesale basis across the SBC/Ameritech region (Company level reporting). .

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	None	None	None	None	None
Tier 2	High	High	Med	High	High

Benchmark:

99.5%. The critical-z allowance does not apply on this measurement .

5. Percent Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days

Definition:

Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- Rejected (manual and electronic) service requests.
- SBC/Ameritech retail disconnect orders in conjunction with wholesale migrations.
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls. and https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls.

  (The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)

- Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.
- DSL orders rejected for incomplete or incorrect LSR.
- DSL orders denied for pair gain.
- SBC/Ameritech Only Disconnect orders
- Weekends and Holidays for Manual; Non-System Processing Hours for Electronic.

Business Rules:

Orders are measured according to how the service order was submitted to SBC/Ameritech (i.e., electronically or manually) and are included in these disaggregations regardless of how they are processed. SBC/Ameritech will measure unsolicited FOCs as jeopardies.

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as posted on the Internet. If the receipt time is outside of normal business hours, then the start date/time is set to the beginning of the next business day.

Electronically Submitted Requests:

FOC business rules are established to reflect the electronic normal hours of operation, as posted on the Internet. For electronically processed service requests, the start date and time is the receive date and time that is automatically populated by the interface. The end date and time is recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

- LSRs Received and Processed Electronically: Hours used in the calculation are the hours of system availability. Time outside of the published hours of availability is

excluded from the calculation.

- If the LSR is received during scheduled system down time, the clock starts at the first scheduled time of system availability subsequent to the receipt date/time of the LSR.
- If the FOC is sent during a scheduled system down time, the clock stops at the first scheduled time of system availability subsequent to the date/time the FOC was sent/made available to the CLEC.
- If both the LSR is received and the FOC is sent within a continuous uninterrupted down-time period and entirely outside the published hours of availability, the receipt to FOC interval will be one minute.

Manually Submitted and/or Manually Processed Requests:

Manual requests are those initiated via the CLEC by fax. Manually processed requests include those manually submitted plus those electronically submitted that require manual intervention. The receive date and times are recorded and input on each request in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC.

- Hours used in the calculation are the Local Service Center (LSC) hours of operation.
  - Where If a request is received Monday through Friday between 7:00 a.m. to 5:00 p.m., the valid start time will be the actual receipt time.
  - If the request is received Monday through Thursday after 5:00 p.m. and before. 7:00 a.m. the next day, the valid start time will be the next business day at 7:00 a.m.
  - If the request is received Friday after 5:00 p.m. and before 7:00 a.m. Monday, the valid start time will be at 7:00 a.m. Monday.
  - If the request is received on a holiday (anytime), the valid start time will be the next business day at 7:00 a.m.
  - The returned confirmation to the CLEC will establish the end date/time. Where disaggregations reflect “clock hours” a 24-hour rolling clock will be used between 12:00 a.m. Monday and 11:59 p.m. Friday. Where disaggregations reflect “business hours” the time will be measured from 7:00 a.m. to 5:00 p.m. Monday through Friday CST.

Orders for the Broadband Service product are included in the disaggregated measures.

For a manual request that requires an associated loop qualification, the Start date and time is when the loop qualification is completed by OSP Engineering and is made available in the Loop Qual system. The End date and time is when the fax is sent back to the CLEC.

For orders where FOC times are negotiated with the CLEC, the entry on the ACIS service order is used in the calculation. The request type is determined from the order class and order type tables to report the various levels of disaggregation.

For DSL orders that require manual loop makeup information after the receipt of the LSR (CLEC did not request manual loop makeup information), the Start time for the FOC is the

date and time the loop makeup information is available in the Loop Qual system. The End date and time is automatically recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

Manually and Electronically Submitted Requests:
For Interconnection Trunk Orders, SBC/Ameritech will attempt to contact CLEC with questions on interconnection trunk orders at least 2 days prior to FOC due date. This process will be in place until Ameritech institutes a reject process for these type orders.

Levels of Disaggregation:

Manually Submitted Requests:

Simple Res. And Bus. < 24 Clock Hours
Complex Business (1-200 Lines) < 24 Clock Hours
Complex Business (>200 Lines) < 48 Clock Hours
UNE Loop (1-49 Loops) < 24 Clock Hours
UNE Loop (>49 Loops) < 48 Clock Hours
Switch Ports < 24 Clock Hours
CIA Centrex (1-200 Lines) < 24 Clock Hours
CIA Centrex (>200 Lines) < 48 Clock Hours
UNE P Simple Res and Bus < 24 Clock Hours
UNE P Complex Business (1-200 Lines) < 24 Clock Hours
UNE P Complex Business (>200 Lines) < 48 Clock Hours
UNE xDSL Capable Loop (1-49 Loops) < 24 Clock Hours
UNE xDSL Capable Loop (> 49 Loops) < 48 Clock Hours
Line Sharing (1-49 Loops) < 24 Clock Hours
Line Sharing (>49 Loops) < 48 Clock Hours
Simple Residence and Business LNP Only (1-19 Lines) < 24 Clock Hours
LNP with Loop (1-19 Loops) < 24 Clock Hours
Simple Residence and Business LNP Only (>19 Lines) < 48 Clock Hours
LNP with Loop (>19 Loops) < 48 Clock Hours
LNP Complex Business (1-19 Lines) < 24 Clock Hours
LNP Complex Business (>19 Lines) < 48 Clock Hours

Electronically Submitted Requests:

Simple Res. And Bus. – Manually Processed < 5 Business Hours
Simple Res. And Bus. – Electronically Processed < 2 Business Hours
Complex Business (1-200 Lines) < 24 Clock Hours
Complex Business (>200 Lines) < 48 Clock Hours
UNE Loop (1-49 Loops) – Manually Processed < 5 Business Hours
UNE Loop (1-49 Loops) – Electronically Processed < 2 Business Hours
UNE Loop (>49 Loops) < 48 Clock Hours
Switch Ports Manually Processed < 5 Business Hours
Switch Ports Electronically Processed < 2 Business Hours
Unbundled Local (Dedicated) Transport-DS1 < 1 Business Day

Unbundled Local (Dedicated) Transport-DS3 < 5 Business Days
CIA Centrex (1-200 Lines) < 24 Clock Hours
CIA Centrex (>200 Lines) < 48 Clock Hours
UNE P Simple Res and Bus – Manually Processed < 5 Business Hours
UNE P Simple Res and Bus – Electronically Processed < 2 Business Hours
UNE P Complex Business (1-200 Lines) < 24 Clock Hours
UNE P Complex Business (>200 Lines) < 48 Clock Hours
UNE xDSL Capable Loop (1-19 Loops) < 6 Business Hours
UNE xDSL Capable Loop (> 19 Loops) < 14 Business Hours
Line Sharing (1-49 Loops) < 6 Business Hours
Line Sharing (>49 Loops) < 14 Business Hours
Simple Residence and Business LNP Only (1-19 Lines) – Electronically Processed < 2 Business Hours
Simple Residence and Business LNP Only (1-19 Lines) – Manually Processed < 5 Business Hours
LNP with Loop (1-19 Loops) Manually Processed < 5 Business Hours
LNP with Loop (1-19 Loops) Electronically Processed < 2 Business Hours
Simple Residence and Business LNP Only (>19 Lines) < 48 Clock Hours
LNP with Loop (>19 Loops) < 48 Clock Hours
LNP Complex Business (1-19 Lines) < 24 Clock Hours
LNP Complex Business (>19 Lines) < 48 Clock Hours
EELs - diagnostic

Manually and Electronically Submitted Requests:

Interconnection Trunks (< 5 DS1) < 6 days
Interconnection Trunks (>= 5 DS1) and all orders identified as part of a project < 8 days

NOTE: Orders are measured according to how the Service Order was received via SBC/Ameritech (i.e. electronically or manually) and are included in these disaggregations regardless of how they are processed. SBC/Ameritech will measure unsolicited FOCs as jeopardizes.

Calculation:	Report Structure:
(# of FOCs returned within "X" hours/days ÷ total FOCs sent) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med

- Tail remedies will be paid at the Tier 1 level only.
- Tail remedies do not apply to the electronic-electronic disaggregations.

Orders that were included in the tail calculation, but met the FOC benchmark, shall not be included as occurrences subject to tail remedies.

Benchmark:

- All disaggregations – 95%; except
  Complex Bus - 94%,
  UNE Loop > 49 Loops - 94%,
  Manually submitted UNE xDSL Capable Loop (1-49 Loops) - 94%, and
  Manually submitted Line Sharing (1-49 Loops) – 94%
- The Average for the remainder of each measure disaggregated shall not exceed 20% of the established benchmark.
- All electronic-electronic disaggregations are combined to a summary level for remedy calculations.
- EELs are diagnostic until the next six-month review.

5.2 Percentage of Unsolicited FOCs by Reason Code

Definition:

The number of Unsolicited FOCs sent to the CLECs generally categorized by reason codes identified in the levels of disaggregations, divided by Total Unsolicited FOCs

Exclusions:

CLEC Caused Errors

Business Rules:

This measure reports on the breakdown, by general Reason Code category, of the various Unsolicited FOCs that are sent to the CLEC.

Levels of Disaggregation:

- Cancel Customer Order
- Add Service Order Number and or Line
- Cancel Service Order
- Service Order Due Date Change
- Service Order Line Change

Calculation:	Report Structure:
(Total Number of Unsolicited FOCs per general category ÷ Total # of Unsolicited FOCs) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

6. Average Time To Return FOC

Definition:

The average time to return FOC from receipt of complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- SBC/Ameritech retail disconnect orders conjunction with wholesale migrations.
- Rejected (manual and electronic) service requests.
- Rejected (manual and electronic) service requests.
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls and https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls. (The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)
- Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.
- DSL orders rejected for incomplete or incorrect LSR.
- DSL orders denied for pair gain.
- SBC/Ameritech Only Disconnect orders
- Weekends and Holidays for Manual; Non-System Processing Hours for Electronic.

Business Rules:

Orders are measured according to how the service order was submitted to SBC/Ameritech (i.e., electronically or manually) and are included in these disaggregations regardless of how they are processed. FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as posted on the Internet. If the receipt time is outside of normal business hours, then the start date/time is set to the beginning of the the next business day. SBC/Ameritech will measure unsolicited FOCs as jeopardies.

Electronically Submitted Requests:

FOC business rules are established to reflect the electronic normal hours of operation, as posted on the Internet. For electronically processed service requests, the start date and time is the receive date and time that is automatically populated by the interface. The end date and time is recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

- LSRs Received and Processed Electronically: Hours used in the calculation are the hours of system availability. Time outside of the published hours of availability is excluded from the calculation.
    - If the LSR is received during scheduled system down time, the clock starts at the first scheduled time of system availability subsequent to the receipt

date/time of the LSR.
- If the FOC is sent during a scheduled system down time, the clock stops at the first scheduled time of system availability subsequent to the date/time the FOC was sent/made available to the CLEC.
- If both the LSR is received and the FOC is sent within a continuous uninterrupted down-time period and entirely outside the published hours of availability, the receipt to FOC interval will be one minute.

Manually Submitted and/or Manually Processed Requests:

Manual requests are those initiated via the CLEC by fax. Manually processed requests include those manually submitted plus those electronically submitted that require manual intervention. The receive date and times are recorded and input on each request in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC.

- Hours used in the calculation are the Local Service Center (LSC) hours of operation.
  - If a request is received Monday through Friday between 7:00 a.m. to 5:00 p.m., the valid start time will be the actual receipt time.
  - If the request is received Monday through Thursday after 5:00 p.m. and before. 7:00 a.m. the next day, the valid start time will be the next business day at 7:00 a.m.
  - If the request is received Friday after 5:00 p.m. and before 7:00 a.m. Monday, the valid start time will be at 7:00 a.m. Monday.
  - If the request is received on a holiday (anytime), the valid start time will be the next business day at 7:00 a.m.
  - Where disaggregations reflect "clock hours" a 24-hour rolling clock will be used between 12:00 a.m. Monday and 11:59 p.m. Friday. Where disaggregations reflect "business hours" the time will be measured from 7:00 a.m. to 5:00 p.m. Monday through Friday CST.

Orders for the Broadband Service product are included in the disaggregated measures.

Manual service order requests are those initiated via the CLEC by fax. The receive date and times are recorded and input on each service order in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC via EDI-to-Fax.

For a manual request that requires an associated loop qualification, the Start date and time is when the loop qualification is completed by OSP Engineering and is made available in the LoopQual system. The End date and time is when the fax is sent back to the CLEC.

For orders where FOC times are negotiated with the CLEC, the entry on the ACIS service order is used in the calculation. The request type is determined from the order class and order type tables to report the various levels of disaggregation.

For DSL orders that require manual loop makeup information after the receipt of the LSR

(CLEC did not request manual loop makeup information), the Start time for the FOC is the date and time the loop makeup information is available in the LoopQual system. The End date and time is automatically recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

For Interconnection Trunk Orders, SBC/Ameritech will attempt to contact CLEC with questions on interconnection trunk orders at least 2 days prior to FOC due date. This process will be in place until SBC/Ameritech institutes a reject process for these type orders.

Measurement is disaggregated according to product type and order size only, and includes orders submitted either electronically or manually.

Levels of Disaggregation:

Manually Submitted Requests:

- Simple Res. And Bus.
- Complex Business (1-200 Lines)
- Complex Business (>200 Lines)
- UNE Loop (1-49 Loops)
- UNE Loop (>49 Loops)
- Switch Ports
- CIA Centrex (1-200 Lines)
- CIA Centrex (>200 Lines)
- UNE P Simple Res. And Bus.
- UNE P Complex Business (1-200 Lines)
- UNE P Complex Business (>200 Lines)
- UNE xDSL Capable Loop (1-49 Loops)
- UNE xDSL Capable Loop (> 49 Loops)
- Line Sharing (1-49 Loops)
- Line Sharing (>49 Loops)
- Simple Residence and Business LNP Only (1-19 Lines)
- LNP with Loop (1-19 Loops)
- Simple Residence and Business LNP Only (>19 Lines)
- LNP with Loop (>19 Loops)
- LNP Complex Business (1-19 Lines)
- LNP Complex Business (>19 Lines)

Electronically Submitted Requests:

- Simple Res. And Bus. – Electronically Processed
- Simple Res. And Bus. – Manually Processed
- Complex Business (1-200 Lines)
- Complex Business (>200 Lines)
- UNE Loop (1-49 Loops) – Electronically Processed
- UNE Loop (1-49 Loops) – Manually Processed
- UNE Loop (>49 Loops)

- Switch Ports Electronically Processed
- Switch Ports Manually Processed
- Unbundled Local (Dedicated) Transport-DS1 <1 Business Day
- Unbundled Local (Dedicated) Transport-DS3 <5 Business Days
- CIA Centrex (1-200 Lines)
- CIA Centrex (>200 Lines)
- UNE P Simple Res. And Bus. – Electronically Processed
- UNE P Simple Res. And Bus. – Manually Processed
- UNE P Complex Business (1-200 Lines)
- UNE P Complex Business (>200 Lines)
- UNE xDSL Capable Loop (1-19 Loops)
- UNE xDSL Capable Loop (> 19 Loops)
- Line Sharing (1-49 Loops)
- Line Sharing (>49 Loops)
- Simple Residence and Business LNP Only (1-19 Lines) – Electronically Processed
- Simple Residence and Business LNP Only (1-19 Lines) – Manually Processed
- LNP with Loop (1-19 Loops)
- Simple Residence and Business LNP Only (>19 Lines)
- LNP with Loop (>19 Loops)
- LNP Complex Business (1-19 Lines)
- LNP Complex Business (>19 Lines)
- EELs

Manually and Electronically Submitted Requests:

- Interconnection Trunks (<5 DS1)
- Interconnection Trunks (>= 5 DS1) and all orders identified as part of a project

Calculation:	Report Structure:
Σ[(Date and Time of FOC) - (Date and Time of Order Acknowledgment)] ÷ Total FOCs)	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

7. Percent Mechanized Completions Returned Within One Hour of Completion in Ordering Systems

Definition:

Percent mechanized completions sent/made available to the CLEC within one hour of completion.

Exclusions:

Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

Business Rules:

The elapsed time for a completion is calculated based on the time the last service order, which establishes service, is completed in the wholesale Local Service Request (LSR) system, to the actual time the completion is sent/made available to the CLEC. For example, if a service request has multiple orders, the start time would be when the last service order was completed in the LSR processing system. The calculation is based on system processing hours. System processing hours can be found on CLEC On-line at:
https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of mechanized completions sent/made available to CLEC within 1 hour ÷ total mechanized completions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

97% for IN, MI, OH, WI, IL

7.1 Percent Mechanized Completions Returned Within One Day Of Work Completion

Definition:

Percent mechanized completions sent/made available within one day.

Exclusions:

- Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.
- CLEC-caused misses and delays

Business Rules:

Days are calculated by subtracting the date the completion notification was sent/made available to the CLEC minus the work completion date. The calculation is based on system processing days. System processing hours can be found on CLEC On-line at: https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls

Levels of Disaggregation:

- Resale
- UNEs
- UNE-P
- LNP Only

Calculation:	Report Structure:
(# of mechanized completions sent/made available to the CLEC within 1 day of work completion ÷ total mechanized completions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

97% for IN, MI, OH, WI, IL

8. Average Time to Return Mechanized Completions

Definition:

Average time required to send/make available a mechanized completion to a CLEC.

Exclusions:

Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

Business Rules:

The elapsed time for a completion is calculated based on the time the last service order, which establishes service, is completed in the wholesale Local Service Request (LSR) system and the actual time the completion is sent/made available to the CLEC. For example, if a service request has multiple orders, the start time would be when the last service order was completed in the LSR processing system. The calculation is based on system processing hours. System processing hours can be found on CLEC On-line at: https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls

Levels of Disaggregation:

- Resale
- UNEs
- UNE-P

Calculation:	Report Structure:
Σ[(Date and Time of Notice Of Completion sent/made available to the CLEC) - (Date and Time the last order is completed in the LSR system)] ÷ Total Mechanized Completions	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

9. Percent Rejects

Definition:

The number of rejects compared to the issued orders for orders submitted via the electronic interfaces

Exclusions:

- Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls. and https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls.

(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.).

Business Rules:

A rejected order does not pass edit checks or other edits prior to the order being distributed. This measure includes all orders that are submitted through an electronic interface, regardless of whether the order was processed electronically or manually.

Levels of Disaggregation:

- CLEC Caused Reject
- SBC/Ameritech Caused Rejects (Re-flowed Orders)

Calculation:	Report Structure:
(# of rejects ÷ total unique orders and supplements for electronic interfaces) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

New PM 10

10. Percent Rejects Returned Within "X" Hours

Definition:

Percent rejects returned within "X" Hours.

Exclusions:

- Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's Performance shall not include Service Bureau Provider processing, availability or response time.
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls and

  https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls.

  (The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)

Business Rules:

The start time used is the date and time the LSR is received. The end time is the date and time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of how the order was initially submitted or processed (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual.

Levels of Disaggregation:

- Mechanized Rejects (A/A)
- Manual Rejects Received Electronically (A/M)
- Manual Rejects Received Manually (M/M)

Calculation:	Report Structure:
(# of rejects sent/made available within "X" Hours ÷ total rejects) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None

With Remedy Cap

Benchmark:

95% Mechanized Rejects within 2 Hours
95% Manual Rejects Received Electronically within 8 Hours
95% Manual Rejects Received Manually within 24 Hours

10.4 Percentage of Orders Given Jeopardy Notices

Definition:

Percentage of orders given jeopardy notices measures the number of orders for which jeopardy notices are sent to customers as a percentage of the total number of orders due in the calendar month.

Exclusions:

- CLEC End User-Initiated Jeopardy Codes.
- Service orders that fall into, or are completed thru, the FMOD process.

Business Rules:

An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order's confirmed due date is in jeopardy of being missed. Unsolicited FOCs will be counted as Jeopardies.

Levels of Disaggregation:

Resale POTS
- Field Work (FW)
- Non-Field Work (NFW)

Resale Specials
- Field Work (FW)
- Non-Field Work (NFW)

Unbundled Loops
- Field Work (FW)
- Non-Field Work (NFW)

UNE-P
- Field Work (FW)
- Non-Field Work (NFW)

Calculation:	Report Structure:
[(# of orders receiving jeopardy notices) ÷ (Total orders due in the calendar month)] *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 - None
Tier 2 - None

Benchmark:

Not to exceed 5% of orders given jeopardy notices.

11. Mean Time to Return Mechanized Rejects

Definition:

Average time required to send/make available a mechanized reject.

Exclusions:

- Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at:
https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls.
https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls.

(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)

Business Rules:

The start time used is the date and time the reject is sent/made available to the Local Service Request (LSR) processing system, and the end time is the date and time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of how the order was initially submitted or processed (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual.

Levels of Disaggregation:

- Mechanized Rejects (A/A)
- Manual Rejects Received Electronically (A/M)
- Manual Rejects Received Manually (M/M)

Calculation:	Report Structure:
Σ[(Date and Time reject sent/made available) - (Date and Time of Order receipt)] ÷ total rejects	Reported for CLEC all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

12. Mechanized Provisioning Accuracy

Definition:

Percent of mechanized orders completed as ordered.

Exclusions:

Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

Business Rules:

This measurement compares the USOCs ordered on a mechanized order, to the copy of the order which updates the customer billing database.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of orders completed as ordered ÷ total orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Low	Low	Med	Low	Low

Benchmark:

Parity

13. Order Process Percent Flow Through

Definition:

Percent of orders from receipt to distribution that progress mechanically through to SBC/Ameritech provisioning systems.

Exclusions:

- Orders both electronically generated and rejected if error is caused by CLEC.
- Manually received orders
- Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

Business Rules:

The number of eligible orders, that flow through SBC/Ameritech's ordering systems without manual intervention, divided by the total number of eligible electronically generated orders within the reporting period. Manually intervened orders that are electronically generated are considered failed pass-through. Orders that fall out after receipt, but are not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.

Levels of Disaggregation:

- UNE Loops
- Resale
- UNE-P
- LNP
- LSNP
- Line Sharing

Calculation:	Report Structure:
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	High	High	Med	High	High

Benchmark:

95% for UNE Loops; Parity with SBC/Ameritech Retail for other disaggregations.

13.1 Total Order Process Percent Flow Through

Definition:

Percent of EDI orders from entry to distribution that progress through SBC/Ameritech ordering systems without manual intervention.

Exclusions:

Excludes rejected orders

Business Rules:

The number of orders that flow through SBC/Ameritech's ordering systems and are distributed in the Service Order System without manual intervention, divided by the total number of orders submitted via EDI within the reporting period.

Levels of Disaggregation:

- Resale
- UNE Loops
- LNP
- LSNP
- UNE-P
- Line Sharing

Calculation:	Report Structure:
(# of orders that flow through ÷ total orders) * 100	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

Billing

14. Billing Accuracy

Definition:

SBC/Ameritech performs audits on three billing systems: ACIS (Retail), RBS (Wholesale) and CABS (Access) to ensure the accuracy of the bills rendered to its customers.

Exclusions:

None

Business Rules:

The purpose of these audits is to review and recalculate for services billed in the five states. This is to ensure that monthly bills sent to the CLECs, and retail customers are rated accurately according to the billing tables. This is performed by extracting recurring, non-recurring, and usage elements from the above listed billing systems and comparing the billed elements to expected results. For all validations performed, the number of elements that have been released prior to correction (bills are audited for accurate calculations) are counted as an error against the total elements audited.

Levels of Disaggregation:

- Resale Monthly Recurring/Non-recurring
- Resale Usage/Unbundled Local Switching
- Other Unbundled Network Elements

Calculation:	Report Structure:
(# of elements not corrected prior to bill release ÷ total elements audited) * 100	Reported for the aggregate of all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. Reported on an SBC/Ameritech Company basis.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Parity	Retail Comparison
1. Resale Monthly Recurring/Non-Recurring	Retail
2. Resale Usage/Unbundled Local Switching	Retail
3. Other Unbundled Network Elements	Access

15. Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT

Definition:

The percent of monthly bills sent to the CLECs via the mechanized process that are accurate and complete.

Exclusions:

None

Business Rules:

Billing accuracy is based upon many factors including: totaling, formatting, content and syntax. The EDI disaggregation includes all mechanized bills that are not BDT.

Levels of Disaggregation:

- EDI
- BDT

Calculation:	Report Structure:
(# of accurate and complete formatted bills ÷ total bills) * 100	Reported for CLEC, all CLECs¸ and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	High	High	Med	High	High

Benchmark:

99%

16. Percent of Usage Records Transmitted Correctly

Definition:

The percent of usage records transmitted correctly on the Daily Usage extract feed.

Exclusions:

CLEC-caused errors.

Business Rules:

Controls and edits within the billing process uncover certain types of errors that are likely to appear on the usage records. When these errors are uncovered, a new release of the program is written to ensure that the error does not occur again. Thus, an error that is reported in one month should not occur the next month because the billing program error would have been fixed by the next month. The usage records retransmitted due to SBC/Ameritech caused errors are counted in this measure.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of usage records transmitted correctly ÷ total usage records transmitted) * 100	Reported for CLEC¸ all CLECs¸ and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

95%

17. Billing Completeness

Definition:

Percent of on-time service orders that post to Billing within a designated interval.

Exclusions:

- Feature Group A
- Feature Group B
- Feature Group D
- Wireless

Business Rules:

A service order is considered completed for Billing when the service order is posted in the Billing systems. Service orders are measured from service order completion in the Ordering system to bill posting in the Billing system. All other orders will be considered on time if posted within the first bill cycle following order completion.

Levels of Disaggregation:

- Lineshare
- UNE-P
- Resale
- All Other Products(UNE, EOI, ULT, EELs)

Calculation:	Report Structure:
(# of on time posted billing orders in report month ÷ total billing orders in report month) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med

Benchmark:

Parity with SBC/Ameritech Retail for UNE-P, Resale, and All Other Products.
Parity with SBC/Ameritech Affiliate for the Lineshare disaggregation.

18. Billing Timeliness (Wholesale Bill)

Definition:

Billing Timeliness measures the length of time from the wholesale billing date (end of billing period) to the time it is transmitted to the CLEC.

Exclusions:

Weekends and Holidays.

Business Rules:

The date sent is used to gather the data for the reporting period. The measure compares the date sent for the bill to the send due date. The send due date is six business days after the wholesale bill period. For example, a CLEC with a wholesale billing date of Monday the 1st, the transmission due date would be on the following Monday, the 8th assuming no weekday holidays.

Levels of Disaggregation:

- Electronic.
- Paper

Calculation:	Report Structure:
(# of bills transmitted on time ÷ total bills released) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	High	High	Med	High	High

Benchmark:

95% within 6th workday for IL, IN, MI, OH, WI.

19. Daily Usage Feed Timeliness	
Definition:	
Usage information is sent to the CLECs on a daily basis. This usage data must be sent to the CLEC within 6 work days in order to be considered timely.	
Exclusions:	
Weekends and Holidays.	
Business Rules:	
The measure uses the actual EMI usage records that are sent to the CLECs. Data date is the recording date of the usage and is part of the EMI usage record. Cycle date is the day the Daily Usage file is sent to the CLEC. Cycle date is found on the pack header record of the Daily Usage file.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(# of usage records transmitted on time ÷ total usage records) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
95% within 6th workday	

20. Unbillable Usage	
Definition:	
The percent usage data that is unbillable.	
Exclusions:	
None	
Business Rules:	
The total dollars written off by MEC (Message Error Correction) and the total value of unbillable, unrated AMA messages are divided by the total billed revenue in the calendar month.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(Total unbillable revenue ÷ total billed revenue) * 100	Reported on an SBC/Ameritech Company basis (aggregated). Company level reporting.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

Miscellaneous Administrative

21.1 Average Time Placed on Hold at LSC	
Definition:	
The average time a customer is placed on hold after the LSC has directed the call to a specific person or group.	
Exclusions:	
Weekends and Holidays	
Business Rules:	
This measurement is driven by the SBC/Ameritech call management (ACD) system and accumulates hold time data based on the primary queue. Calls are answered during normal business hours and reported via ACD reporting capabilities.	
Levels of Disaggregation:	
• Resale • UNE • DSL • UNE-P	
Calculation:	**Report Structure:**
Total time on hold ÷ total calls answered	Reported for all calls to the LSC for all CLECs (aggregated). Company level reporting.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

22. Local Service Center (LSC) Grade Of Service (GOS)

Definition:

Percent of calls answered by the Local Service Center (LSC) within 20 seconds.

Exclusions:

Weekends and Holidays.

Business Rules:

The clock starts when the customer enters the queue and the clock stops when a SBC/Ameritech representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. LSC Hours of operation are posted on the Internet.

Levels of Disaggregation:

- Resale
- UNE
- DSL
- UNE-P

Calculation:	Report Structure:
# of calls answered by the LSC within a specified period of time ÷ Total calls answered	Reported for LSC and SBC/Ameritech . Reported at the Company level.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	None	None	None	None	None
Tier 2	High	High	Med	High	High

Benchmark:

Parity with SBC/Ameritech Retail.

New Performance Measure

22.1 Mechanized Customer Production Support Center (MCPSC) Grade Of Service (GOS)

Definition:

Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the Ameritech region

Exclusions:

- Weekends
- Holidays
- Outside normal business hours as defined in CLEC On-Line

Business Rules:

The clock starts when the CLEC enters the queue and the clock stops when an MCPSC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to MCPSC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period.

Levels of Disaggregation:

- None

Calculation:	Report Structure:
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the SBC representative / Total number of calls to the selected regional option answered by the MCPSC.	Reported for Ameritech only on a regional basis.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic until the next six-month review.

24.1 Average Time Placed on Hold at LOC

Definition:

The average time a customer is placed on hold after the LOC has directed the call to a specific person or group.

Exclusions:

Weekends and Holidays

Business Rules:

This measurement is driven by the SBC/Ameritech call management (ACD) system and accumulates hold time data based on the primary queue. Calls are answered during normal business hours and reported via ACD reporting capabilities.

Levels of Disaggregation:

- Resale
- UNE
- Lineshare

Calculation:	Report Structure:
Total time on hold ÷ total calls answered	Reported for all calls to the LOC for all CLECs (aggregated)

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

25. Local Operations Center (LOC) Grade Of Service (GOS)

Definition:

Percent of calls answered by the Local Operations Center (LOC) within 20 seconds.

Exclusions:

None

Business Rules:

The clock starts when the customer enters the queue and the clock stops when the SBC/Ameritech representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. LOC hours of operation are posted on the Internet.

Levels of Disaggregation:

- DSL Calls
- All Other Calls

Calculation:	Report Structure:
# of calls answered by the LOC within a specified period of time ÷ total calls answered	Reported for LOC and SBC/Ameritech. Reported at the Company level.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	None	None	None	None	None
Tier 2	High	High	Med	High	High

Benchmark:

Parity with SBC/Ameritech Retail.

RESALE POTS AND UNE LOOP AND PORT COMBINATIONS
Provisioning - Resale POTS

27. Mean Installation Interval

Definition:

Average business days from application date to completion date for N, T, C orders.

Exclusions:

- CLEC caused and/or end-user caused misses.
- Field Work orders – excludes customer requested due dates beyond the offer date.
- No Field Work orders – excluded if order applied for before 3:00 p.m. and the due date requested is not same day; and if order applied for after 3:00 p.m. and the due date requested is beyond the next business day.
- CIA Centrex excluded if customer requested due dates greater than 5 business days.
- Orders that are not N, T, and C orders.
- Orders where CLECs are charged expedite charges
- UNE-P Orders if included in a project (order >250 lines, circuits and/or telephone numbers, or mutually agreed to)

Business Rules:

The clock starts on the Application Date, which is the day that SBC/Ameritech receives a correct Service Order except in the case of a manually submitted order (facsimile, US Mail, or other hard-copy delivery service), when the clock starts at FOC date/time. The clock stops on the Completion Date, which is the day that SBC/Ameritech personnel complete the service order activity. Orders are included in the month they are posted. There are 2 types of No Field Work orders in the measurement. A) Same Day Due orders defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date; and B) Next Day Due orders defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then the interval is (Completion – Application Date). If the order is Next Day Due, then the interval is [(Completion – Next Business Day) + 1]. UNE-Ps are also reported at order level.

If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

Levels of Disaggregation:

Geographic

POTS

- Business class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- Residence class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- CIA Centrex
  - -- Field Work (FW)
  - -- No Field Work (NFW)

UNE-P

- Business class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- Residence class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)

Calculation:	Report Structure:
[Σ(Completion date – application date)] ÷ (Total orders completed)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Resale POTS Parity - Field Work compared to SBC/Ameritech Retail Field Work (N, T, C order types) and No Field Work compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.
UNE-P Parity - Field Work compared to SBC/Ameritech Retail Field Work (N, T, C order types) and No Field Work compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.
CIA Centrex Field Work Parity compared to Ameritech Centrex Field Work (N, T, C order types) and No Field Work compared to a 4-day interval.

28. Percent POTS/UNE-P Installations Completed Within the Customer Requested Due Date

Definition:

Measure of orders completed within the customer requested due date when that date is later than or equal to the offered due date/interval or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech. .

Exclusions:

- CLEC caused and/or end-user caused misses.
- All orders except N, T, and C orders. Orders where CLECs are charged expedite charges
- Facility misses as counted in PM 30.

Business Rules:

The clock starts on the Application Date, which is the day that SBC/Ameritech receives a correct Service Order. The clock stops on the Completion Date, which is the day that SBC/Ameritech personnel complete the service, order activity. Orders are included in the month they are posted. There are 2 types of No Field Work orders in the measurement. A) Same Day Due orders defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date; and B) Next Day Due orders defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then the interval is (Completion – Application Date). If the order is Next Day Due, then the interval is [(Completion – Next Business Day) + 1]. UNE-Ps are also reported at order level.

If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

Due dates for Field Work orders are determined by the company offered interval at the time that the order is received, unless an expedite has been accepted by SBC/Ameritech. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SBC/Ameritech agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work orders will be the due date requested on the LSR, except that, for a No Field Work order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by SBC/Ameritech.

Levels of Disaggregation:

Geographic

POTS

- Business class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- Residence class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- CIA Centrex
  - -- Field Work (FW)
  - -- No Field Work (NFW)

UNE-P

- Business class of service (Orders included in Projects are excluded)
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- Residence class of service (Orders included in Projects are excluded)
  - -- Field Work (FW)
  - -- No Field Work (NFW)

Projects

- -- UNE-P (Orders > 250 lines, circuits and/or telephone numbers, or mutually agreed to)

Calculation:	Report Structure:
(# of orders installed within the requested interval ÷ total number of orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

- Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.
- Resale POTS No Field Work measured against a benchmark of 97%
- UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.
- UNE-P No Field Work measured against a benchmark of 97%
- CIA Centrex Field Work Parity compared to SBC/Ameritech Centrex Field Work (N, T, C order types)
- CIA Centrex No Field Work compared to 95% within a 5-day interval.
- UNE-P Projects - 95% within customer requested due date.

29. Percent SBC/Ameritech Caused Missed Due Dates

Definition:

Percent of N, T, and C orders where installation was not completed by the due date as a result of a SBC/Ameritech caused missed due date.

Exclusions:

- Orders that are not N, T, or C.
- CLEC caused and/or end-user caused misses excluded from the numerator.
- Facility misses as counted in PM 30.

Business Rules:

This includes orders completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at an order level. UNE-Ps are also reported at an order level. If SBC/Ameritech reschedules the original due date without the consent of the CLEC the original due date will be the one measured against.

This measure includes, in both the numerator and denominator, the number of orders canceled after an SBC/Ameritech-caused missed due date.

Levels of Disaggregation:

Geographic
POTS
- Business class of service
  -- Field Work (FW)
  -- No Field Work (NFW)
- Residence class of service
  -- Field Work (FW)
  -- No Field Work (NFW)

UNE-P
- Business class of service
  -- Field Work (FW)
  -- No Field Work (NFW)
- Residence class of service
  -- Field Work (FW)
  -- No Field Work (NFW)

Calculation:	Report Structure:
(# of orders not completed by the due date or canceled after the due date as a result of an SBC/Ameritech cause ÷ total orders plus total orders canceled after the due date as a result of an SBC/Ameritech cause) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • Resale POTS No Field Work measured against a benchmark of 97%. • UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types**)**, Business and Residence respectively. • UNE-P No Field Work measured against a benchmark of 97%.

30. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities

Definition:

Percent N, T, and C orders with missed committed due dates due to lack of facilities.

Exclusions:

- Orders that are not N, T, or C.
- No Field Work (NFW) Orders

Business Rules:

Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at an order level.

Levels of Disaggregation:

Geographic

POTS

- Residence class of service
  - -- all missed orders
  - -- > 30 calendar days
  - -- > 90 calendar days
- Business class of service
  - -- all missed orders
  - -- > 30 calendar days
  - -- > 90 calendar days

UNE-P

- Residence class of service
  - -- all missed orders
  - -- > 30 calendar days
  - -- > 90 calendar days
- Business class of service
  - -- all missed orders
  - -- > 30 calendar days
  - -- > 90 calendar days

Calculation:	Report Structure:
(# of orders with missed due dates due to lack of facilities ÷ total orders completed) * 100	Reported for CLEC, all CLECs SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:
• Resale POTS Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively. • UNE-P Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.

31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities

Definition:

Average calendar days from due date to completion date on company missed orders due to lack of facilities.

Exclusions:

- Orders that are not N, T, or C.
- No Field Work (NFW) Orders.

Business Rules:

Includes orders missed due to lack of facilities that are selected based on the missed reason code. This measure is reported at an order level..

Levels of Disaggregation:

Geographic

POTS

- Business class of service
- Residence class of service

UNE-P

- Business class of service
- Residence class of service

Calculation:	Report Structure:
Σ(Completion date – due date) for company missed orders due to lack of facilities ÷ (total completed orders with a SBC/Ameritech caused missed due date due to lack of facilities)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None

Tier 2 – None

Benchmark:

- Resale POTS Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.
- UNE-P Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.

32. Average Delay Days For SBC/Ameritech Caused Missed Due Dates

Definition:

Average calendar days from due date to completion date on company missed orders.

Exclusions:

- Orders that are not N, T, or C.
- Company delayed orders as a result of lack of facilities.

Business Rules:

Includes orders missed due to company reasons other than lack of facilities that are selected based on the missed reason code. This measure is reported at an order level..

Levels of Disaggregation:

Geographic

POTS

- Business class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- Residence class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)

UNE-P

- Business class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- Residence class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)

Calculation:	Report Structure:
Σ(Completion date – due date) ÷ (total completed orders with a SBC/Ameritech caused missed due date)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None

Tier 2 – None

Benchmark:
• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively. • UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.

33. Percent SBC/Ameritech Caused Missed Due Dates > 30 days

Definition:

Percent of orders where installation was completed greater than 30 calendar days following the due date.

Exclusions:

- Orders that are not N, T, or C.
- Facility missed orders captured in PM 30.

Business Rules:

This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at an order level.

Levels of Disaggregation:

Geographic

POTS

- Business class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- Residence class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)

UNE-P

- Business class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- Residence class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)

Calculation:	Report Structure:
(# of orders completed greater than 30 calendar days following the due date ÷ total orders completed) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None

Benchmark:
• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively. • UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.

35. Percent Trouble Reports Within 30 Days (I-30) of Installation

Definition:

Percent of N, T, C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Exclusions:

- Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- Disposition codes "11", "12", & "13" reports (excludable reports).
- Reports caused by customer provided equipment (CPE) or wiring.
- Trouble report received on the due date before service order completion.
- Orders that are not N, T, or C.

Business Rules:

Includes trouble reports received the day after SBC/Ameritech personnel complete the service order through 30 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 calendar days after service order completion and closed within the reporting month. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.

Levels of Disaggregation:

Geographic

POTS

- Business class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- Residence class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)

UNE-P

- Business class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)
- Residence class of service
  - -- Field Work (FW)
  - -- No Field Work (NFW)

Calculation:	Report Structure:
Count of initial electronic and manual trouble reports issued on or within 30 calendar days after service order completion ÷ total orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

- Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.
- Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.
- UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.
- UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.

New Performance Measure

35.1 Percent UNE-P Trouble Reports On the Completion Date

Definition:

Percent of C orders for UNE-P conversions that receive an electronic or manual trouble report on the day of completion.

Exclusions:

- Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- Reports caused by customer provided equipment (CPE) or wiring.
- Disposition codes "11", "12", & "13" reports (excludable reports).

Business Rules:

Includes reports received on the day of completion for UNE-P conversion orders. The denominator for this measure is the total count of UNE-P orders posted within the reporting month. The numerator is the number of trouble reports received at any time on the day of completion. These will be reported the month that the trouble report is closed.

Levels of Disaggregation:

Geographic

- UNE –P No Field Work (NFW)

Calculation:	Report Structure:
(Count of initial electronic or manual trouble reports received on the day of service order completion ÷ total # of orders) * 100	Reported for POTS Resale by CLEC, all CLECs and SBC/Ameritech

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic. The results of this measurement are included in PM 35. Damages and assessments will be paid based on the PM 35 results.

Maintenance - Resale POTS

37. Trouble Report Rate

Definition:

The number of customer trouble reports per 100 lines.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Reports caused by customer provided equipment (CPE) or wiring.
- All disposition codes "11", "12", & "13" reports (excludable reports).

Business Rules:

CLEC and SBC/Ameritech repair reports are entered into and tracked in the WFA or LMOS systems. Reports are counted in the month they are closed.

Levels of Disaggregation:

Geographic

POTS

- Business class of service
- Residence class of service

UNE-P

- Business class of service
- Residence class of service

Calculation:	Report Structure:
[# of customer trouble reports ÷ (total lines in service ÷100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None

Tier 2 – None

Benchmark:

- POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.
- UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively.

37.1 Trouble Report Rate Net of Installation and Repeat Reports

Definition:

The number of electronic or manual customer trouble reports per 100 lines.

Exclusions:

- Trouble reports caused by customer provided equipment (CPE) or wiring.
- All disposition "11", "12", and "13" trouble reports (excludable reports).
- Trouble reports included in PM 35.
- Trouble reports included in PM 41

Business Rules:

CLEC and SBC/Ameritech repair reports are entered into and tracked in the LMOS system. Reports are counted in the month they post to LMOS.

Levels of Disaggregation:

Geographic

POTS

- Business class of service
- Residence class of service

UNE-P

- Business class of service
- Residence class of service

Calculation:	Report Structure:
(Total number of customer trouble reports net of installation and repeat reports) ÷ (Total lines in service ÷ 100)	Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC/Ameritech.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

- POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.
- UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively.

38. Percent Missed Repair Commitments

Definition:

Percent of trouble reports not cleared by the commitment time due to SBC/Ameritech reasons.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Reports caused by customer provided equipment (CPE) or wiring.
- All disposition codes "11", "12", & "13" reports (excludable reports).

Business Rules:

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC/Ameritech personnel clear the repair activity and complete the trouble report in the work and force systems. If this is after the commitment time, the report is flagged as a "Missed Commitment."

Levels of Disaggregation:

Geographic

POTS

- Business class of service
  - -- Dispatch
  - -- No Dispatch
- Residence class of service
  - -- Dispatch
  - -- No Dispatch

UNE-P

- Business class of service
  - -- Dispatch
  - -- No Dispatch
- Residence class of service
  - -- Dispatch
  - -- No Dispatch

Calculation:	Report Structure:
(# of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

- POTS – Parity with SBC/Ameritech Retail, Business and Residence, respectively.
- UNE-P – Parity with SBC/Ameritech Retail, Business and Residence, respectively.

39. Receipt To Clear Duration

Definition:

Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Reports caused by customer provided equipment (CPE) or wiring.
- Disposition codes “11”, “12”, & “13” reports (excludable reports).

Business Rules:

The clock starts on the date and time SBC/Ameritech receives a trouble report. The clock stops on the date and time that SBC/Ameritech personnel clear the repair activity and complete the trouble report in WFA or LMOS.

Levels of Disaggregation:

Geographic

POTS

- Business class of service
  - -- Dispatch
    - . Affecting Service
    - . Out of Service
  - -- No Dispatch
    - . Affecting Service
    - . Out of Service
- Residence class of service
  - -- Dispatch
    - . Affecting Service
    - . Out of Service
  - -- No Dispatch
    - . Affecting Service
    - . Out of Service

UNE-P

- Business class of service
  - -- Dispatch
    - . Affecting Service
    - . Out of Service
  - -- No Dispatch
    - . Affecting Service
    - . Out of Service
- Residence class of service
  - -- Dispatch
    - . Affecting Service
    - . Out of Service
  - -- No Dispatch
    - . Affecting Service
    - . Out of Service

Calculation:	Report Structure:
Σ[(Date and time SBC/Ameritech clears trouble report) - (Date and time trouble report is received)] ÷ Total customer trouble reports	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:
• Resale POTS Dispatch Parity compared to SBC/Ameritech Retail Dispatch • Resale POTS No Dispatch Parity compared to SBC/Ameritech Retail No Dispatch Business and Residence respectively. • UNE-P Dispatch Parity compared to SBC/Ameritech Retail Dispatch • UNE-P No Dispatch Parity compared to SBC/Ameritech Retail No Dispatch, Business and Residence respectively.

40. Percent Out Of Service (OOS) < 24 Hours

Definition:

Percent of OOS trouble reports cleared in less than 24 hours.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Disposition codes "11", "12", & "13" reports (excludable reports).
- Affecting Service reports.
- Reports caused by customer provided equipment (CPE) or wiring.
- No Access.
- CLEC extended commitments.

Business Rules:

Utilize state specific Business Rule or Standard clock hours as appropriate.

Levels of Disaggregation:

Geographic

POTS

- Business class of service
- Residence class of service

UNE-P

- Business class of service
- Residence class of service

Calculation:	Report Structure:
(# of OOS trouble reports < 24 hours ÷ total OOS trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None

Benchmark:

- POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.
- UNE-P – Parity with SBC/Ameritech Business and Residence respectively.

41. Percent Repeat Reports

Definition:

Percent of customer trouble reports received within 30 calendar days of a previous customer report.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Disposition codes "11", "12", & "13" reports (excludable reports).
- Reports caused by customer provided equipment (CPE) or wiring.

Business Rules:

Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 calendar days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 calendar days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 calendar days is a measured report, then the second report counts as a Repeat report.

Levels of Disaggregation:

Geographic

POTS

- Business class of service
- Residence class of service

UNE-P

- Business class of service
- Residence class of service

Calculation:	Report Structure:
(# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

- POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.
- UNE-P – Parity with SBC/Ameritech Business and Residence respectively.

42. Percent No Access (Percent of Trouble Reports with No Access)

Definition:

Percentage of dispatched customer trouble reports with a status of "No Access."

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Disposition codes "11", "12", & "13" reports (excludable reports).
- Reports caused by customer provided equipment (CPE) or wiring.
- Reports that are not dispatched.

Business Rules:

SBC/Ameritech personnel set the "No Access" flag when access cannot be obtained at the customer's premises. Reports are counted in the month they are closed.

Levels of Disaggregation:

Geographic

POTS

- Business class of service
- Residence class of service

UNE-P

- Business class of service
- Residence class of service

Calculation:	Report Structure:
(# of trouble reports with a status of "No Access" ÷ Total dispatched customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None

Tier 2 – None

Benchmark:

- POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.
- UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively.

RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY AMERITECH (EXCLUDES "ACCESS" ORDERS) - Provisioning

43. Average Installation Interval

Definition:

Average business days from LSR receipt application date to completion date for N, T, and C orders.

Exclusions:

- UNE and Interconnection Trunks and Resold POTS.
- Orders that are not N, T, or C.
- Circuits that have a customer requested Due Date greater than 20 business days.
- Official company service from Retail.
- Orders where CLECs are charged expedite charges
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Resale and UNE-P a project is defined as > 250 lines, trunks, circuits, and/or telephone numbers. For Loops, LNP, LSNP, a project is defined as > 100 lines, trunks, circuits, and/or telephone numbers.
- CLEC caused and/or end-user caused misses.

Business Rules:

The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity by circuit. The base of items is out of WFA (Work Force Administration) and it is reported at an item or circuit level.

If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

Levels of Disaggregation:	
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI – Other combinations	
Calculation:	**Report Structure:**
[Σ(completion date - application date)] ÷ (Total circuits completed)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail.	

44. Percent Specials Installations Completed Within Customer Requested Due Date

Definition:

Percent Specials installations completed within the customer requested due date when that date is greater than or equal to the standard offered interval or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.

Exclusions:

- UNE and Interconnection Trunks.
- Orders that are not N, T, or C.
- Official Company service from Retail.
- Orders where CLECs are charged expedite charges
- Facility misses counted in PM 47
- CLEC caused and/or end-user caused misses.

Business Rules:

The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity by circuit. The base of items is out of WFA (Work Force Administration) and it is reported at an item or circuit level.

If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - Other combinations

Calculation:	Report Structure:
(# of circuits installed within the customer requested due date ÷ total circuits installed) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:					
	IL	**IN**	**MI**	**OH**	**WI**
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
Parity with SBC/Ameritech Retail.					

45. Percent SBC/Ameritech Caused Missed Due Dates

Definition:

Percentage of N, T, and C orders by circuit where installations were not completed by the due date as a result of an SBC/Ameritech caused missed due date.

Exclusions:

- UNE and Interconnection Trunks.
- Orders that are not N, T, or C.
- Official company service from Retail.
- Facility misses counted in PM 47.
- CLEC caused misses excluded from the numerator.

Business Rules:

This includes items completed after the Due Date, due to an SBC/Ameritech reason. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID.

This measure includes, in both the numerator and denominator, the number of orders canceled after an SBC/Ameritech-caused missed due date.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - -- Other combinations

Calculation:	Report Structure:
(# of circuits with SBC/Ameritech caused missed due dates or canceled after the due date that were caused by SBC/Ameritech ÷ total circuits installed and those canceled after the due date that were caused by SBC/Ameritech) * 100	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:
Parity with SBC/Ameritech Retail.

46. Percent Trouble Reports Within 30 Days (I-30) of Installation

Definition:

Percent of N, T, and C orders by circuit that receive a network customer trouble report within 30 calendar days of service order completion.

Exclusions:

- UNE and Interconnection Trunks.
- Orders that are not N, T, or C.
- Trouble report received on the due date before service order completion.
- Trouble reports that are coded to Customer Premise Equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational
- Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.

Business Rules:

A trouble report is counted if it is flagged in WFA (Work Force Administration) as a trouble report that had a service order completion within 30 calendar days. It cannot be a repeat report and must be a measured report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID.

The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - -- Other combinations

Calculation:	Report Structure:
[# of circuits that receive a network customer trouble report on or within 30 calendar days after service order completion ÷ total circuits installed] * 100	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:					
	IL	**IN**	**MI**	**OH**	**WI**
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
Parity with SBC/Ameritech Retail.					

47. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities

Definition:

Percentage of N, T, and C orders by circuit with missed committed due dates due to lack of facilities.

Exclusions:

- UNE and Interconnection Trunks.
- Orders that are not N, T, or C.

Business Rules:

Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at a circuit level for all specials. Count any unsolicited FOC which modifies the due date as a missed due date.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - -- Other combinations

NOTE: All the above disaggregations also reported for > 30 calendar days & > 90 calendar days.

Calculation:	Report Structure:
(# of circuits with missed committed due dates due to lack of facilities ÷ total circuits installed) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

Parity with SBC/Ameritech Retail.

48. Average Delay Days for Missed Due Dates Due to Lack Of Facilities

Definition:

Average calendar days from due date to completion date on company missed circuits due to lack of facilities.

Exclusions:

- UNE and Interconnection Trunks.
- Orders that are not N, T, or C.

Business Rules:

The calculation includes orders missed due to lack of facilities that are selected based on the missed reason code. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - Other combinations

Calculation:	Report Structure:
Σ(Completion date - Committed circuit due date) ÷ (Total completed circuits with SBC/Ameritech caused missed due dates due to lack of facilities)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. .

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Parity with SBC/Ameritech Retail.

49. Average Delay Days For SBC/Ameritech Caused Missed Due Dates

Definition:

Average calendar days from due date to completion date on company missed circuits.

Exclusions:

- UNE and Interconnection Trunks.
- Orders that are not N, T, or C.
- Facility misses counted in PM 48.

Business Rules:

The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - -- Other combinations

Calculation:	Report Structure:
Σ(Completion date – committed circuit due date) ÷ (Total completed circuits with a SBC/Ameritech caused missed due date)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Parity with SBC/Ameritech Retail.

50. Percent SBC/Ameritech Caused Missed Due Dates > 30 days

Definition:

Percentage of circuits where installation was completed greater than 30 calendar days following the due date.

Exclusions:

- CLEC caused and/or end-user caused misses.
- UNE and Interconnection Trunks.
- Orders that are not N, T, or C.

Business Rules:

This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all Specials.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - Other combinations

Calculation:	Report Structure:
(# of circuits completed greater than 30 days following the due date ÷ total installed circuits) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None

Benchmark:

Parity with SBC/Ameritech Retail.

Maintenance - Resale Specials & UNE Loop and Port Combinations

52. Mean Time To Restore

Definition:

Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.

Exclusions:

- UNE and Interconnection Trunk.
- No Access Time.
- Delayed Maintenance Time.
- CLEC extended commitments.

Business Rules:

The start time is when the customer report is received and the stop time is when the report is closed in WFA. Specials are selected based on a specific service code of the circuit ID.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - Other combinations

Calculation:	Report Structure:
Σ[(Date and time trouble report is cleared) - (date and time trouble report is received)] ÷ total network customer trouble reports	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

Parity with SBC/Ameritech Retail.

53. Percent Repeat Reports

Definition:

Percentage of network customer trouble reports received within 30 calendar days of a previous customer report.

Exclusions:

UNE and Interconnection Trunk

Business Rules:

Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - Other combinations

Calculation:	Report Structure:
(# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

Parity with SBC/Ameritech Retail.

54. Failure Frequency

Definition:

The number of network customer trouble reports within a calendar month per 100 circuits.

Exclusions:

UNE and Interconnection Trunks.

Business Rules:

CLEC and SBC/Ameritech repair reports are entered into and tracked via WFA. Measured reports are counted in the month they close.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - Other combinations

Calculation:	Report Structure:
[# of network trouble reports ÷ (Total in service circuits ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Parity with SBC/Ameritech Retail.

54.1 Trouble Report Rate Net of Installation and Repeat Reports

Definition:

The number of customer trouble reports exclusive of installation and repeat reports within a calendar month per 100 circuits.

Exclusions:

- UNE and Interconnection Trunks
- Trouble reports coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational
- Trouble Reports included in PM 46.
- Customer Trouble Reports included in PM 53.

Business Rules:

CLEC and SBC/Ameritech repair reports are entered into and tracked via WFA. Reports are counted in the month they post.

Levels of Disaggregation:

- Geographic
- Resold Specials
  - DDS
  - DS1
  - DS3
  - Voice Grade Private Line (VGPL)
  - ISDN BRI
  - ISDN PRI
  - Any other services available for resale
- UNE Loop and Port
  - ISDN BRI
  - ISDN PRI
  - Other combinations

Calculation:	Report Structure:
[Count of trouble reports exclusive of installation and repeat reports ÷ (Total in-service circuits ÷100)]	Reported by CLEC, all CLECs and SBC/Ameritech.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

Parity with SBC/Ameritech Retail.

UNBUNDLED NETWORK ELEMENTS (UNES)

Provisioning

55. Average Installation Interval

Definition:

Average business days from application date to completion date for N, T, and C orders. The "X" business days is determined based on quantity of UNE loops ordered and the associated standard interval.

Exclusions:

- Specials and Interconnection Trunks.
- UNE-P captured in the POTS or Specials measurements.
- Orders that are not N, T, or C.
- CLEC requested due dates greater than "X" business days as set out below.
- CLEC caused and/or end-user caused misses.
- Orders where CLECs are charged expedite charges
- Orders included in Measure 55.2
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Loops, LNP, LSNP, a project is defined as > 100 lines, trunks, circuits, and/or telephone numbers.

Business Rules:

The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration). If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

For DSL Loop Orders: The Application Date is the day that the CLEC authorizes SBC/Ameritech to provision the DSL based on the loop qualification. If the loop qualification determines that no conditioning is required, SBC/Ameritech will initiate the service order when the loop qualification is returned from SBC/Ameritech engineering but the date the order was received will be the application date. If conditioning is required, Ameritech will reject the order back to the CLEC and wait for a supplement from the CLEC notifying Ameritech of the appropriate action to take. If the CLEC supplements the DSL order, Ameritech will issue the order and the application date will be the date that Ameritech receives the supplement. The Completion Date is the day that Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration) and it is reported at a circuit level. If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

Levels of Disaggregation:

Geographic

- 2 Wire Analog (1-10)
- 2 Wire Analog (11-20)
- 2 Wire Analog (20+)
- 2 Wire Digital (1-10)
- 2 Wire Digital (11-20)
- 2 Wire Digital (20+)
- DS1 loop (includes PRI)
- Switch Ports – Analog Port
- Switch Ports – BRI Port (1-50)
- Switch Ports – BRI Port (50+)
- Switch Ports – PRI Port (1-20)
- Switch Ports – PRI Port (20+)
- DS1 Trunk Port (1 to 10)
- DS1 Trunk Port (11 to 20)
- DS1 Trunk Port (20+)
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10)
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20)
- Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types
- UNE-OCN
- DS3-Loop only
- DSL Loops requiring conditioning
  -- Line Sharing
  -- No Line Sharing
- DSL Loops requiring no conditioning
  -- Line Sharing
  -- No Line Sharing
- Broadband DSL
  -- Line Sharing
  -- No Line Sharing
- EELs
  -- 2 wire analog
  -- 4 wire analog
  -- Digital
  -- Transport

Calculation:	Report Structure:
[Σ(Completion Date – Application Date)] ÷ (Total items completed)	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

The standard offered interval is defined in business days as follows:

- 2 Wire Analog (1-10) – 3 Days
- 2 Wire Analog (11-20) – 7 Days
- 2 Wire Analog (20+) – 10 Days
- 2 Wire Digital (1-10) – 3 Days
- 2 Wire Digital (11-20) – 7 Days
- 2 Wire Digital (20+) – 10 Days
- DS1 loop(includes PRI) – 3 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 to 10) – 3 Days
- DS1 Trunk Port (11 to 20) – 5 Days
- DS1 Trunk Port (20+) – ICB
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 Days
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
- Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

IN, MI, OH and WI require a benchmark for an average. IL requires parity.

- DSL Loops requiring conditioning
  - -- Line Sharing - Parity
  - -- No Line Sharing– 10 Business Day; Critical z-value applies.
- DSL Loops requiring no conditioning
  - -- Line Sharing - Parity
  - -- No Line Sharing - 5 Business Days; Critical z-value applies
- UNE-OCN (Diagnostic)
- DS3-Loop only (Diagnostic)
- Broadband DSL
  - -- Line Sharing - Parity
  - -- No Line Sharing - 5 Business Days
- EELs (Diagnostic)
  - -- 2 wire analog
  - -- 4 wire analog
  - -- Digital
  - -- Transport

55.2 Average Installation Interval for Loop With LNP

Definition:

Average business days from the receipt of an accurate LSR to completion date for N, T, and C orders excluding customer caused misses and customer requested due date greater than "X" business days. The "X" business days is determined based on quantity of UNE loops ordered and the associated standard interval.

Exclusions:

- Specials and Interconnection Trunks
- UNE-P captured in the POTS or Specials measurements
- Orders that are not N, T, or C
- Customer requested due dates greater than "X" business days. X is defined as follows:

	Std. Interval	"X" Days
Non-CHC Excluding FDT		
▪	Loop with LNP (1-10) – 3 days	4 days
▪	Loop with LNP (11-20) – 7 days	8 days
▪	Loop with LNP (21+) – 10 days	11 days
CHC		
▪	Loop with LNP (1-10) – 5 days	6 days
▪	Loop with LNP (11-20) – 7 days	8 days
▪	Loop with LNP (21-24) – 10 day	11 days
FDT		
▪	Loop with LNP (1-10) – 5 days	6 days
▪	Loop with LNP (11-20) – 7 days	8 days
▪	Loop with LNP (21-24) – 10 days	11 days

- CLEC caused and/or end-user caused misses
- NPAC caused delays unless caused by SBC/Ameritech
- Orders where CLECs are charged expedite charges
- Service requests/order involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Loop with LNP, a project is defined as >100 lines, circuits and/or telephone numbers.

Business Rules:

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. From an interval perspective, an LSR received before 3PM is considered to be received on that day, an LSR received after 3PM is considered to be received the next day. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.
- >30 TNs, including entire NXX: The due dates are negotiated.

Levels of Disaggregation:

Geographic

CHC

- Loop with LNP (1-10)
- Loop with LNP (11-20)
- Loop with LNP (21-24)

Non CHC Excluding FDT

- Loop with LNP (1-10)
- Loop with LNP (11-20)
- Loop with LNP (21+)

FDT

- Loop with LNP (1-10)
- Loop with LNP (11-20)
- Loop with LNP (21-24)

Calculation:	Report Structure:
[Σ(completion date – application date)] ÷ (Total number of orders completed)	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None

Tier 2 – None

Benchmark:

Diagnostic

55.3 Percent DSL-Capable Loop Orders Requiring the Removal of Load Coils and or Repeaters.

Definition:

The percentage of all DSL-capable loops, greater than 12,000 feet (based on designed loop makeup information), ordered that require the removal of load coils or repeaters to provision DSL services.

Exclusions:

- Loops under 12,000 feet
- Loops conditioned through the FMOD process

Business Rules:

The percentage of all orders for DSL-capable loops where the removal of load coils or repeaters has been requested by the CLEC. This PM is measuring loops conditioned based on pre-qualification data rather than loop conditioning required by the FMOD process. In other words, loops that are conditioned through the FMOD process SHOULD NOT be counted in this measure.

Levels of Disaggregation:

- Loops between 12,000 feet and 17,500 feet
- Loops over 17,500 feet

Calculation:	Report Structure:
[Σ(number of DSL-capable loops requesting the removal of load coils or repeaters] ÷ (Total number of orders for DSL-capable loops UNEs completed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech DSL Affiliate..

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

56. Percent Installations Completed Within Customer Requested Due Date

Definition:

Percent installations completed within customer requested due date when that date is later than or equal to the standard offered interval as defined in the CLEC manual or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.

Exclusions:

- Specials and Interconnection Trunks.
- UNE-P captured in the POTS or Specials measurements.
- Orders that are not N, T, or C.
- CLEC caused and/or end-user caused misses.
- Orders where CLECs are charged expedite charges
- Orders included in Measurement 56.1
- Facility misses counted in PM 60.

Business Rules:

The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration). If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

Levels of Disaggregation:

- Geographic
- 2 Wire Analog (1-10)
- 2 Wire Analog (11-20)
- 2 Wire Analog (20+)
- 2 Wire Digital (1-10)
- 2 Wire Digital (11-20)
- 2 Wire Digital (20+)
- DS1 loop (includes PRI)
- Switch Ports – Analog Port
- Switch Ports – BRI Port (1-50)
- Switch Ports – BRI Port (50+)
- Switch Ports – PRI Port (1-20)
- Switch Ports – PRI Port (20+)
- DS1 Trunk Port (1 to 10)
- DS1 Trunk Port (11 to 20)
- DS1 Trunk Port (20+)
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10)
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20)
- Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types
- DSL loops with no Line Sharing
  - Non Conditioned
  - Conditioned
- DSL loops with Line Sharing
  - Non Conditioned
  - Conditioned
- UNE Loop Projects (Service requests/orders with >100 lines, circuits and/or telephone numbers, or mutually agreed to) – all orders included in the Projects disaggregation are excluded from any other disaggregations.
- UNE-OCN
- DS3-Loop only
- Broadband DSL
  - Line Sharing
  - No Line Sharing
- EELs
  - 2 wire analog
  - 4 wire analog
  - Digital
  - Transport

Calculation:	Report Structure:
(# of items installed within the customer requested due date ÷ total items) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

95% within "X" days = IN, MI, OH, WI; IL requires parity.

The standard offered interval (X) is defined in business days as follows:

- 2 Wire Analog (1-10) – 3 Days
- 2 Wire Analog (11-20) – 7 Days
- 2 Wire Analog (20+) – 10 Days
- 2 Wire Digital (1-10) – 3 Days
- 2 Wire Digital (11-20) – 7 Days
- 2 Wire Digital (20+) – 10 Days
- DS1 loop(includes PRI) – 3 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 to 10) – 3 Days
- DS1 Trunk Port (11 to 20) – 5 Days
- DS1 Trunk Port (20+) – ICB
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 Days
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
- Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB
- DSL loops with no Line Sharing
  - Non Conditioned – 5 Days
  - Conditioned – 10 Days
- DSL loops with Line Sharing Parity with SBC/Ameritech Affiliate
- UNE Loop Projects – As negotiated/ICB
- UNE-OCN (Diagnostic)
- DS3-Loop only (Diagnostic)
- Broadband DSL
  - Line Sharing — Parity with SBC/Ameritech Affiliate
  - No Line Sharing — 5%
- EELs - Diagnostic
  - 2 wire analog
  - 4 wire analog
  - Digital
  - Transport

56.1 Percent Installations Completed Within the Customer Requested Due Date for Loop With LNP

Definition:

Percent installations completed within the customer requested due date when that date is greater than or equal to the standard offered interval as defined in the CLEC manual or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.

Exclusions:

- Specials and Interconnection Trunks.
- UNE-P captured in the POTS or Specials measurements.
- Orders that are not N, T, or C.
- CLEC caused and/or end-user caused misses.
- NPAC caused delays unless caused by SBC/Ameritech.

Business Rules:

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3-day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4-day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.
- >30 TNs, including entire NXX: The due dates are negotiated.

Levels of Disaggregation:

- Aggregate
  - -- Loop with LNP (1-10)
  - -- Loop with LNP (11-20)
  - -- Loop with LNP (>20)
- CHC - Diagnostic
  - -- Loop with LNP (1-10)
  - -- Loop with LNP (11-20)
  - -- Loop with LNP (21-24)
- FDT – Diagnostic
  - -- Loop with LNP (1-10)
  - -- Loop with LNP (11-20)
  - -- Loop with LNP (21-24)
- Projects
- Loop with LNP (Service request/order with >100 lines, circuits and/or telephone numbers, or mutually agreed to) – all service requests/orders included in the Projects disaggregation are excluded from any other disaggregation.

Calculation:	Report Structure:
Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100	Reported for CLEC and all CLECs.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

95% within the customer requested due date for Aggregate and Projects only. CHC and FDT are provided on a diagnostic basis and are not subject to damages or assessments.

58. Percent SBC/Ameritech Caused Missed Due Dates

Definition:

Percentage of items where installations are not completed by the negotiated due date.

Exclusions:

- Specials and Interconnection Trunks.
- UNE-P captured in the POTS or Specials measurements.
- Orders that are not N, T, or C.
- CLEC caused misses excluded from the numerator.
- Orders included in CLEC WI 11 – FMOD Missed Due Dates
- Facility misses counted in PM 60.

Business Rules:

This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.

The number of items on orders canceled after an SBC/Ameritech-caused missed due date is included in both the numerator and denominator

Levels of Disaggregation:

- Geographic
- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  -- With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Subtending Channel
  -- 23B
  -- 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- DSL Loops
  -- Line Sharing
  -- No Line Sharing
- Broadband DSL
  -- Line Sharing
  -- No Line Sharing
- UNE-OCN
- DS3-Loop only
- EELs
  -- 2 wire analog
  -- 4 wire analog
  -- Digital
  -- Transport

Calculation:	Report Structure:
(# of UNEs with missed due dates and the number of UNEs canceled after the due date as result of an SBC/Ameritech cause ÷ total items installed and total items canceled as result of an SBC/Ameritech cause) *100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:	
Parity:	**Retail Comparison:**
• 8.0 dB Loops	POTS (Res and Bus combined and FW)
-- Without Test Access	
• BRI Loop With Test Access	ISDN BRI
• ISDN BRI Port	ISDN BRI
• DS1 Loop	DS1 & ISDN PRI
-- With Test Access	
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Subtending Channel	
-- 23B	DDS
-- 1D	DDS
• Analog Trunk Port	VGPL
• Subtending Digital Direct Combination Trunks	VGPL
• Dark Fiber	DS3
• DSL Loops	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	5% (No critical z-value applies)
• Broadband DSL	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	5% (No critical z-value applies)
• UNE-OCN (Diagnostic)	
• DS3-Loop only (Diagnostic)	
• EELs (Diagnostic)	
-- 2 wire analog	
-- 4 wire analog	
-- Digital	
-- Transport	

59. Percent Trouble Reports Within 30 Days (I-30) of Installation,

Definition:

Percentage of UNE items that receive a network customer trouble report within 30 calendar days of service order completion.

Exclusions:

- Specials and Interconnection Trunks.
- Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.
- UNE-P captured in the POTS or Specials measurements.
- Orders that are not N, T, or C.
- PTRs as defined in PM 115.1
- Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of the trouble.
- Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same circuit.

Business Rules:

A trouble report is counted if it is received within 30 calendar days of a service order completion. The service order which generated the report must be an “add” in order for the trouble report to be counted. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs. The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.

Levels of Disaggregation:

- Geographic
- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  -- With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Subtending Channel
  -- 23B
  -- 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- UNE-OCN
- DS3-Loop only
- DSL Loops
  -- Line Sharing
  -- No Line Sharing
- Broadband DSL
  -- Line Sharing
  -- No Line Sharing
- EELs
  -- 2 wire analog
  -- 4 wire analog
  -- Digital
  -- Transport

Calculation:	Report Structure:
(# of UNE circuits that receive a network customer trouble report within 30 calendar days of service order completion ÷ total UNE circuits installed) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:	
Parity:	**Retail Comparison:**
• 8.0 dB Loops	POTS (Res and Bus combined and FW)
-- Without Test Access	
• BRI Loop With Test Access	ISDN BRI
• ISDN BRI Port	ISDN BRI
• DS1 Loop	DS1 & ISDN PRI
-- With Test Access	
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Subtending Channel	
-- 23B	DDS
-- 1D	DDS
• Analog Trunk Port	VGPL
• Subtending Digital Direct Combination Trunks	VGPL
• Dark Fiber	DS3
• DSL Loops	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	6% (No critical z-value applies)
• Broadband DSL	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	6% (No critical z-value applies)
• UNE-OCN (Diagnostic)	
• DS3-Loop only (Diagnostic)	
• EELs (Diagnostic)	
-- 2 wire analog	
-- 4 wire analog	
-- Digital	
-- Transport	

60. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities

Definition:

Percentage of items with missed committed due dates due to lack of facilities.

Exclusions:

- Specials and Interconnection Trunks.
- UNE-P captured in the POTS or Specials measurements.
- Orders included in CLEC WI 11 – FMOD Missed Due Dates
- Orders that are not N, T, or C.

Business Rules:

Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.

Levels of Disaggregation:

- Geographic
- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  -- With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Subtending Channel
  -- 23B
  -- 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- UNE-OCN
- DS3-Loop only
- DSL Loops
  -- Line Sharing
  -- No Line Sharing
- Broadband DSL
  -- Line Sharing
  -- No Line Sharing
- EELs
  -- 2 wire analog
  -- 4 wire analog
  -- Digital
  -- Transport

NOTE: All the above disaggregations are reported for > 30 calendar days & > 90 calendar days

Calculation:	Report Structure:
(# of UNEs with missed committed due dates due to lack of facilities ÷ total items installed) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:	
Parity:	**Retail Comparison:**
• 8.0 dB Loops	POTS (Res and Bus combined and FW)
-- Without Test Access	
• BRI Loop With Test Access	ISDN BRI
• ISDN BRI Port	ISDN BRI
• DS1 Loop	DS1 & ISDN PRI
-- With Test Access	
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Subtending Channel	
-- 23B	DDS
-- 1D	DDS
• Analog Trunk Port	VGPL
• Subtending Digital Direct Combination Trunks	VGPL
• Dark Fiber	DS3
• UNE-OCN (Diagnostic)	
• DS3-Loop only (Diagnostic)	
• DSL Loops	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	5% (No critical z-value applies)
• Broadband DSL	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	6% (No critical z-value applies)
• EELs (Diagnostic)	
-- 2 wire analog	
-- 4 wire analog	
-- Digital	
-- Transport	

61. Average Delay Days for Missed Due Dates Due To Lack Of Facilities

Definition:

Average calendar days from due date to completion date on company missed items due to lack of facilities.

Exclusions:

- Specials and Interconnection Trunks.
- UNE-P captured in the POTS or Specials measurements.
- Orders that are not N, T, or C.
- Orders included in CLEC WI 1 – FMOD Average Delay

Business Rules:

The calculation is the difference in calendar days between the completion date and the due date. Includes orders missed due to lack of facilities that are selected based on the missed reason code. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.

Levels of Disaggregation:

- Geographic
  - 8.0 dB Loops
    -- Without Test Access
  - BRI Loop With Test Access
  - ISDN BRI Port
  - DS1 Loop
    -- With Test Access
  - Dedicated Transport
    -- DS1
    -- DS3
  - Subtending Channel
    -- 23B
    -- 1D
  - Analog Trunk Port
  - Subtending Digital Direct Combination Trunks
  - Dark Fiber
  - UNE-OCN
  - DS3-Loop only
  - DSL Loops
    -- Line Sharing
    -- No Line Sharing
  - Broadband DSL
    -- Line Sharing
    -- No Line Sharing
  - EELS
    -- 2 wire analog
    -- 4 wire analog
    -- Digital
    -- Transport

Calculation:	Report Structure:
Σ(Completion date - UNE(8db loops are measured at the order level) due date) ÷ (total closed items with SBC/Ameritech caused missed due dates due to lack of facilities)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. .

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:	
Parity:	**Retail Comparison:**
• 8.0 dB Loops	POTS (Res and Bus combined and FW)
-- Without Test Access	
• BRI Loop With Test Access	ISDN BRI
• ISDN BRI Port	ISDN BRI
• DS1 Loop	DS1 & ISDN PRI
-- With Test Access	
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Subtending Channel	
-- 23B	DDS
-- 1D	DDS
• Analog Trunk Port	VGPL
• Subtending Digital Direct Combination Trunks	VGPL
• Dark Fiber	DS3
• UNE-OCN (Diagnostic)	
• DS3-Loop only (Diagnostic)	
• DSL Loops	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	6.5 days
• Broadband DSL	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	6.5 days (No critical z-value applies)
• EELs (Diagnostic)	
-- 2 wire analog	
-- 4 wire analog	
-- Digital	
-- Transport	

62. Average Delay Days For SBC/Ameritech Caused Missed Due Dates

Definition:

Average calendar days from due date to completion date on company missed items.

Exclusions:

- Specials and Interconnection Trunks.
- UNE-P captured in the POTS or Specials measurements.
- Orders that are not N, T, or C.
- Orders included in CLEC WI 1 – FMOD Average Delay
- Orders counted in PM 61.

Business Rules:

The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.

Levels of Disaggregation:

- Geographic
- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  -- With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Subtending Channel
  -- 23B
  -- 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- UNE-OCN
- DS3-Loop only
- DSL Loops
  -- Line Sharing
  -- No Line Sharing
- Broadband DSL
  -- Line Sharing
  -- No Line Sharing
- EELs
  -- 2 wire analog
  -- 4 wire analog
  -- Digital
  -- Transport

Calculation:	Report Structure:
∑(Completion date – UNE due date ÷ (total closed items with SBC/Ameritech caused missed due dates)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:	
Parity:	**Retail Comparison:**
• 8.0 dB Loops	POTS (Res and Bus combined and FW)
-- Without Test Access	
• BRI Loop With Test Access	ISDN BRI
• ISDN BRI Port	ISDN BRI
• DS1 Loop	DS1 & ISDN PRI
-- With Test Access	
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Subtending Channel	
-- 23B	DDS
-- 1D	DDS
• Analog Trunk Port	VGPL
• Subtending Digital Direct Combination Trunks	VGPL
• Dark Fiber	DS3
• UNE-OCN (Diagnostic)	
• DS3-Loop only (Diagnostic)	
• DSL Loops	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
• -- No Line Sharing	6.5 days (No critical z-value applies)
• Broadband DSL	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	6.5 days (No critical z-value applies)
• EELs (Diagnostic)	
-- 2 wire analog	
-- 4 wire analog	
-- Digital	
-- Transport	

63. Percent SBC/Ameritech Caused Missed Due Dates > 30 days

Definition:

Percentage of items where installation was completed greater than 30 days following the due date.

Exclusions:

- Specials and Interconnection Trunks.
- CLEC caused misses.

Business Rules:

This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.

Levels of Disaggregation:

- Geographic
- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  -- With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Subtending Channel
  -- 23B
  -- 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- UNE-OCN
- DS3-Loop only
- DSL Loops
  -- Line Sharing
  -- No Line Sharing
- Broadband DSL
  -- Line Sharing
  -- No Line Sharing
- EELs
  -- 2 wire analog
  -- 4 wire analog
  -- Digital
  -- Transport

Calculation:	Report Structure:
(# of UNEs completed greater than 30 calendar days following the due date ÷ total items) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None

Benchmark:	
Parity:	**Retail Comparison:**
• 8.0 dB Loops	POTS (Res and Bus combined and FW)
-- Without Test Access	
• BRI Loop With Test Access	ISDN BRI
• ISDN BRI Port	ISDN BRI
• DS1 Loop	DS1 & ISDN PRI
-- With Test Access	
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Subtending Channel	
-- 23B	DDS
-- 1D	DDS
• Analog Trunk Port	VGPL
• Subtending Digital Direct Combination Trunks	VGPL
• Dark Fiber	DS3
• UNE-OCN (Diagnostic)	
• DS3-Loop only (Diagnostic)	
• DSL Loops	Parity with SBC/Ameritech Affiliate
-- Line Sharing	
-- No Line Sharing	
• Broadband DSL	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	6% (No critical z-value applies)
• EELs (Diagnostic)	
-- 2 wire analog	
-- 4 wire analog	
-- Digital	
-- Transport	

Maintenance - Unbundled Network Elements

65. Trouble Report Rate

Definition:

The number of network customer trouble reports within a calendar month per 100 UNEs.

Exclusions:

- Specials and Interconnection Trunks.
- Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.
- PTRs as defined in PM 115.1

- UNE-P captured in the POTS or Specials measurements.
- Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of the trouble.

Business Rules:

Repair reports are entered into and tracked via WFA. Reports are counted in the month they close.

Levels of Disaggregation:

- Geographic
- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  -- With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Subtending Channel
  -- 23B
  -- 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- UNE-OCN
- DS3-Loop only
- DSL Loops
  -- Line Sharing
  -- No Line Sharing
- Interconnection Trunks
- Broadband DSL
  -- Line Sharing
  -- No Line Sharing
- EELs
  -- 2 wire analog
  -- 4 wire analog
  -- Digital
  -- Transport

Calculation:	Report Structure:
[# of network trouble reports ÷ (Total UNEs in service ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:	
Parity:	**Retail Comparison:**
• 8.0 dB Loops	POTS (Bus)
-- Without Test Access	
• BRI Loop With Test Access	ISDN BRI
• ISDN BRI Port	ISDN BRI
• DS1 Loop	DS1 & ISDN PRI
-- With Test Access	
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Subtending Channel	
-- 23B	DDS
-- 1D	DDS
• Analog Trunk Port	VGPL
• Subtending Digital Direct Combination Trunks	VGPL
• Dark Fiber	DS3
• UNE-OCN (Diagnostic)	
• DS3-Loop only (Diagnostic)	
• DSL Loops	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	3% (No critical z-value applies)
• Interconnection Trunks	Inter-office Trunks
• Broadband DSL	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	3% (No critical z-value applies)
• EELs (Diagnostic)	
-- 2 wire analog	
-- 4 wire analog	
-- Digital	
-- Transport	

65.1 Trouble Report Rate Net of Installation and Repeat Reports

Definition:

The number of customer trouble reports exclusive of installation and repeat reports within a calendar month per 100 UNEs.

Exclusions:

- Specials and Interconnection Trunks.
- UNE-P captured in the POTS or Specials measurements.
- Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.
- PTRs as defined in PM 115.1.
- Trouble reports counted in PM 59 or PM 69.
- Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.

Business Rules:

Repair reports are tracked by trouble ticket type. Reports are counted in the month they close.

Levels of Disaggregation:

- Geographic
- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  -- With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Subtending Channel
  -- 23B
  -- 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- UNE-OCN
- DS3-Loop only
- DSL Loops
  -- Line Sharing
  -- No Line Sharing
- Broadband DSL
  -- Line Sharing
-- No Line Sharing
- EELs
  -- 2 wire analog
  -- 4 wire analog
  -- Digital
  -- Transport

Calculation:	Report Structure:
[Count of trouble reports less installation and repeat reports ÷ (Total UNEs in service ÷ 100)]	Reported for CLEC, all CLECs SBC/Ameritech and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:	
Parity:	**Retail Comparison:**
• 8.0 dB Loops	POTS (Bus)
-- Without Test Access	
• BRI Loop With Test Access	ISDN BRI
• ISDN BRI Port	ISDN BRI
• DS1 Loop	DS1 & ISDN PRI
-- With Test Access	
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Subtending Channel	
-- 23B	DDS
-- 1D	DDS
• Analog Trunk Port	VGPL
• Subtending Digital Direct Combination Trunks	VGPL
• Dark Fiber	DS3
• UNE-OCN (Diagnostic)	
• DS3-Loop only (Diagnostic)	
• DSL Loops	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	3% (No critical z-value applies)
• Interconnection Trunks	Inter-office Trunks
• Broadband DSL	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	3% (No critical z-value applies)
• EELs (Diagnostic)	
-- 2 wire analog	
-- 4 wire analog	
-- Digital	
-- Transport	

66. Percent Missed Repair Commitments

Definition:

Percentage of trouble reports not cleared by the commitment time due to SBC/Ameritech reasons.

Exclusions:

- Specials and Interconnection Trunks.
- All UNE-P (other than 8dB loops) captured in the POTS or Specials measurements.
- Non-measured reports (CPE, Interexchange, and Information reports).
- No Access Time for Wholesale and No Access tickets for Retail.
- CLEC extended commitments.

Business Rules:

The commitment time is defined as 24 hours. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID. Reports are counted the month they are closed.

Levels of Disaggregation:

- Geographic
- 2-Wire Analog 8dB Loop.
- DSL Line Sharing
- Broadband DSL
  -- Line Sharing
  -- No Line Sharing

Calculation:	Report Structure:
(# of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

- Parity with SBC/Ameritech POTS Business for 2-Wire Analog 8dB Loop.
- Parity with SBC/Ameritech Affiliate for DSL line sharing and no line sharing

67. Mean Time To Restore

Definition:

Average duration of network CLEC trouble reports from the receipt of the CLEC trouble report to the time the trouble report is cleared.

Exclusions:

- Specials and Interconnection Trunks.
- Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.
- No Access Time for Wholesale and No Access tickets for Retail.
- CLEC extended commitments.
- Delayed Maintenance Time.
- UNE-Ps captured in the POTS or Specials measurements.
- PTRs as defined in PM 115.2.
- Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.

Business Rules:

The start time is when the report is received. The stop time is when the report is cleared in WFA.

Levels of Disaggregation:

- Geographic
- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  -- With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Subtending Channel
  -- 23B
  -- 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- UNE-OCN
- DS3-Loop only
- DSL Loops
  -- Line Sharing
  -- No Line Sharing
- Broadband DSL
  -- Line Sharing
  -- No Line Sharing
- EELs
  -- 2 wire analog
  -- 4 wire analog
  -- Digital
  -- Transport

NOTE: All the above disaggregations also reported for Dispatch and No Dispatch

Calculation:	Report Structure:
Σ[(Date and time trouble report is cleared) - (date and time trouble report is received)] ÷ total network customer trouble reports	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:	
Parity:	**Retail Comparison:**
• 8.0 dB Loops -- Dispatched -- Without Test Access	POTS (Res and Bus combined and FW)
• 8.0 dB Loops – Non-Dispatched -- Without Test Access	POTS (Res and Bus combined and NFW)
• BRI Loop With Test Access	ISDN BRI
• ISDN BRI Port	ISDN BRI
• DS1 Loop -- With Test Access	DS1 & ISDN PRI
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Subtending Channel	
-- 23B	DDS
-- 1D	DDS
• Analog Trunk Port	VGPL
• Subtending Digital Direct Combination Trunks	VGPL
• Dark Fiber	DS3
• UNE-OCN (Diagnostic)	
• DS3-Loop only (Diagnostic)	
• DSL Loops	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	9 Hours (No critical z-value applies)
• Broadband DSL	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	9 Hours (No critical z-value applies)
• EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	

68. Percent Out Of Service (OOS) < "24" Hours

Definition:

Percentage of OOS trouble reports cleared in less than 24 hours.

Exclusions:

- Specials and Interconnection Trunks.
- All UNE-P (other than 8dB loops) captured in the POTS or Specials measurements.
- Non-measured reports (CPE, Interexchange, and Information reports).
- No Access Time for Wholesale and No Access tickets for Retail.
- CLEC extended commitments.

Business Rules:

The close date and time minus the receive date and time must be greater than 0 and less than 24 hours for it to count as a trouble report that was cleared in less than 24 hours.

Levels of Disaggregation:

- Geographic
- 2-Wire Analog 8dB Loop.

Calculation:	Report Structure:
(# of OOS trouble reports < 24 hours ÷ total OOS trouble reports) * 100	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None

Benchmark:

Parity with SBC/Ameritech POTS Business and Residence combined.

69. Percent Repeat Reports

Definition:

Percentage of network customer trouble reports received within 30 calendar days of a previous customer trouble report.

Exclusions:

- Specials and Interconnection Trunks.
- Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.
- PTRs as defined in PM 115.1.
- UNE-P captured in the POTS or Specials measurements.
- Excludes repeat troubles where the original customer report was excluded in PM 59.

Business Rules:

Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.

Levels of Disaggregation:

- Geographic
- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  -- With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Subtending Channel
  -- 23B
  -- 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- UNE-OCN
- DS3-Loop only
- DSL Loops
  -- Line Sharing
  -- No Line Sharing
- Interconnection Trunks
- Broadband DSL
  -- Line Sharing
  -- No Line Sharing
- EELs
  -- 2 wire analog
  -- 4 wire analog
  -- Digital
  -- Transport

Calculation:	Report Structure:
(# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:	
Parity:	**Retail Comparison:**
• 8.0 dB Loops	POTS (Res and Bus combined and FW)
-- Without Test Access	
• BRI Loop With Test Access	ISDN BRI
• ISDN BRI Port	ISDN BRI
• DS1 Loop	DS1 & ISDN PRI
-- With Test Access	
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Subtending Channel	
-- 23B	DDS
-- 1D	DDS
• Analog Trunk Port	VGPL
• Subtending Digital Direct Combination Trunks	VGPL
• Dark Fiber	DS3
• UNE-OCN (Diagnostic)	
• DS3-Loop only (Diagnostic)	
• DSL Loops	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	12% (No critical z-value applies)
• Interconnection Trunks	Parity w/Retail equivalent
• Broadband DSL	
-- Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	6% (No critical z-value applies)
• EELs (Diagnostic)	
-- 2 wire analog	
-- 4 wire analog	
-- Digital	
-- Transport	

Interconnection Trunks

70. Percentage of Trunk Blockage (Call Blockage)

Definition:

Percentage of calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office and from SBC/Ameritech tandem to CLEC end office.

Exclusions:

- Weekends and Holidays
- If CLECs have trunks busied-out for maintenance at their end, or if they have other network problems which are under their control.
- SBC/Ameritech is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks.
- If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 days when a Call Blocking situation is identified by SBC/Ameritech or in the timeframe specified in the ICA.
- If CLEC fails to provide a forecast.
- If CLEC's actual trunk usage, as shown by SBC/Ameritech from traffic usage studies, is more than 25% above CLEC's most recent forecast, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.

The exclusions do not apply if SBC/Ameritech fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.

Business Rules:

Blocked calls and total calls are gathered during 20 business days.

Levels of Disaggregation:

- SBC/Ameritech end office to CLEC end office.
- SBC/Ameritech tandem to CLEC end office.

Calculation:	Report Structure:
(# of blocked calls ÷ total calls offered) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:
Dedicated Trunk Groups not to exceed blocking standard of B.01 = IL, IN, MI, OH, WI. Parity with SBC/Ameritech Retail to be reported in Illinois, though performance greater than or equal to the benchmark not in parity with SBC/Ameritech Retail will not be subject to remedy payments, and will not be reported as a "missed" result. Performance below the benchmark in Illinois, regardless of whether or not in parity with SBC/Ameritech Retail, will result in SBC/Ameritech being subject to remedy payments for this measurement.

70.1 Trunk Blockage Exclusions

Definition:

Number of calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office and from SBC/Ameritech tandem to CLEC end office that are excluded from the trunk blockage data reported under PM 70.

Exclusions:

- Weekends and Holidays
- If CLECs have trunks busied-out for maintenance at their end, or if they have other network problems which are under their control.
- SBC/Ameritech is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks.
- If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 days when a Call Blocking situation is identified by SBC/Ameritech or in the timeframe specified in the ICA.
- If CLEC fails to provide a forecast.
- If CLEC's actual trunk usage, as shown by SBC/Ameritech from traffic usage studies, is more than 25% above CLEC's most recent forecast, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.

The exclusions do not apply if SBC/Ameritech fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.

Business Rules

Number of blocked calls and total calls excluded from the monthly blockage data reported under Performance Measurement 70. No penalties or liquidated damages apply.

Levels of Disaggregation:

By Market Region.

Calculation:	Report Structure:
Count of Excluded blocked calls	Reported for CLEC and all CLECs.

Measurement Type:

Tier-1 None
Tier-2 None

Benchmark:

Diagnostic

70.2 Percentage of Trunk Blockage (Trunk Groups)

Definition:

Percentage of trunk groups (TGs) with calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office, and from SBC/Ameritech tandem office to CLEC end office. This measure is evaluated using a three-month rolling average of trunk group blockage. (This measure is only valid if a CLEC has 20 or more trunk groups.)

Exclusions:

- If CLECs have more than 10% of the trunks of a particular TG busied-out for maintenance at their end, that TG will be excluded from that month's calculation.
- A TG may be excluded from the calculations for a particular month if CLEC is found to be not ready for turn-up on the negotiated Due Date in 3 consecutive instances within the month.
- If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days when a Call Blocking situation is identified in a Final Trunk Group by SBC/Ameritech or in the timeframe specified in the ICA, (Article 4.3.13) the TG in question may be excluded from the calculations for that particular month.
- If CLEC fails to provide a forecast for a particular TG, that TG will be excluded from calculations until a forecast is provided.
- If CLECs actual "trunks required" calculation, as shown by SBC/Ameritech from traffic usage studies, is more than 150% of CLEC's forecast for the TG in question, which was delivered to SBC/Ameritech six months prior, unless a different timeframe is specified in an interconnection agreement, that particular TG may be excluded from the calculations for that particular month.
- New trunk groups that have not been in service for six months may be excluded from calculations for that 6-month period. Nevertheless, utilization data will be gathered upon turn-up of the TG.

The exclusions do not apply if SBC/Ameritech fails to timely provide the CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refused to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's forecast regardless of what the current usage data is.

Business Rules:

Blocked calls and total calls are gathered on all reportable trunk groups during the official 20-day study month. Busy hour statistics are determined for reporting purposes.

Levels of Disaggregation:

- SBC/Ameritech end office to CLEC end office.
- SBC/Ameritech tandem to CLEC end office.

Calculation:	Report Structure:
(# of trunk groups exceeding 1% blocking for each of three consecutive months ÷ total # trunk groups in service) * 100.	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier-1 None Tier-2 None	
Benchmark:	
Diagnostic.	

71. Common Transport Trunk Group Blockage

Definition:

Percentage of local common transport trunk groups exceeding 2% blockage.

Exclusions:

No data is collected on weekends.

Business Rules:

Common transport trunk groups that reflect blocking in excess of 2% or 1%(if a separate common transport trunk group is established to carry CLEC traffic only) using a busy hour from the four most recent weeks of data.

Levels of Disaggregation:

- Common trunk groups where CLECs share ILEC trunks
- Common trunk groups for CLECs not shared by ILEC

Calculation:	Report Structure:
(# of common transport trunk groups exceeding 2% blocking ÷ total common transport trunk groups) * 100.	Reported on local common transport trunk groups, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	None	None	None	None	None
Tier 2	High	High	Med	High	High

Benchmark:

2% of trunk groups not to exceed 2% blockage.

73. Percent Installations Completed Within Customer Requested Due Date – Interconnection Trunks

Definition:

Percentage of trunk order due dates for interconnection trunks met within customer requested due date when that due date is later than or equal to the standard interval or, if expedited, (accepted or not accepted) the date agreed to by SBC/Ameritech.

Exclusions:

CLEC Caused Misses.

Business Rules:

The Due Date starts the clock. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level.

Delay of Ameritech-Initiated Tandem Re-homing project notification – the notification of any delay of these projects will be via LERG update and also via accessible letter sent to the CLECs. SBC/Ameritech will be responsible to modify the due date as defined in the accessible letter and notify the CLEC of this revised due date. The 30 days will be measured against this new due date established and sent to the CLEC

Levels of Disaggregation:

- 911
- OS/DA
- SS7
- Interconnection Trunks (Non projects – subject to standard interval)
- Interconnection Trunks (Projects – subject to negotiated interval)
- Tandem Re-homing – SBC/Ameritech owned/initiated (subject to negotiated interval and excluded from all other disaggregations)

Calculation:	Report Structure:
(# of trunk circuit due dates met ÷ total trunk circuits installed) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

- 95% within customer requested due date or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.
- For projects, 95% within the negotiated due date.
- Tandem Re-homing – SBC/Ameritech owned/initiated: within 30 calendar days of negotiated due date (This disaggregation will be diagnostic for 6 months from the filing date of the Joint Motion at which time the PM will then be remedied.)

74. Average Delay Days For Missed Due Dates – Interconnection Trunks

Definition:

Average calendar days from due date to completion date on company missed interconnection trunk orders.

Exclusions:

CLEC Caused Misses

Business Rules:

The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level.

Levels of Disaggregation:

- 911
- OS/DA
- SS7
- Interconnection Trunks

Calculation:	Report Structure:
∑ (Completion date – committed circuit due date) ÷ (Total completed trunk circuits with missed Due Dates)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Parity with SBC/Ameritech Interoffice Facility Trunks.

75. Percentage SBC/Ameritech Caused Missed Due Dates > 30 Days – Interconnection Trunks

Definition:

Percentage of Interconnection Trunk Circuits where installation was completed greater than 30 calendar days following the due date.

Exclusions:

CLEC Caused Misses.

Business Rules:

The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level.

Levels of Disaggregation:

- 911
- OS/DA
- SS7
- Interconnection Trunks

Calculation:	Report Structure:
(# of interconnection trunk circuits completed greater than 30 days following the due date, ÷ total installed interconnection trunk circuits) * 100.	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None

Benchmark:

No more than 2% interconnection trunk orders completed > 30 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL

76. Average Trunk Restoration Interval – Interconnection Trunks

Definition:

Average time to repair interconnection trunks. This measure is based on calendar days.

Exclusions:

- Non-measured tickets (CPE, Interexchange, or Information).
- No Access/Delayed Maintenance.

Business Rules:

The start time is when the report is received. The source is WFA (Work Force Administration) and is at an item or circuit level. The stop time is when the circuit is restored and the report is cleared in WFA.

Levels of Disaggregation:

- 911
- OS/DA
- SS7
- Interconnection Trunks

Calculation:	Report Structure:
Σ[(Date and time trouble report is cleared) - (date and time trouble report is received)] ÷ total trunk trouble reports	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

Parity with SBC/Ameritech Retail.

77. Average Trunk Restoration Interval for Service-Affecting Trunk Groups

Definition:

The average time to restore service-affecting trunk groups.

Exclusions:

- Non-measured tickets (CPE, Interexchange, or Information
- No Access/Delayed Maintenance

Business Rules:

Service affecting is defined as 20% of a trunk group out-of-service that causes trunk group blockage. The clock starts on receipt of a trouble ticket from the CLEC that identifies a service affecting condition. The clock stops after completion of work by SBC/Ameritech.

Levels of Disaggregation:

- Tandem trunk groups.
  - -- 911
  - -- OS/DA
  - -- SS7
  - -- Interconnection Trunks
- Non-Tandem trunk groups.
  - -- 911
  - -- OS/DA
  - -- SS7
  - -- Interconnection Trunks

Calculation:	Report Structure:
Σ[(Date and time trouble report is cleared) - (date and time trouble report is received)] ÷ total service affecting trunk group trouble reports	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

- Tandem trunk groups-all disaggregations – 1 hour
- Non-Tandem trunk groups – all disaggregations – 2 hours.

78. Average Interconnection Trunk Installation Interval

Definition:

The average time from receipt of a complete and accurate ASR until the completion of the trunk order.

Exclusions:

Customer requested due dates greater than 20 business days.CLEC caused misses.

Business Rules:

The clock starts on the receipt of a complete and accurate ASR and the clock stops on the date the work is completed.

Levels of Disaggregation:

- Interconnection Trunks
- SS7 Links
- OS/DA
- 911 Trunks
- Projects (not included in the other disaggregations)

Calculation:	Report Structure:
∑(completion date of the trunk order - receipt date of complete and accurate ASR) ÷ total installed trunk orders	Reported for CLEC all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

20 Business days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL
Diagnostic for Projects.

Directory Assistance (DA) and Operator Services (OS)

79. Directory Assistance Grade Of Service

Definition:

Percentage of directory assistance calls answered within "X" seconds.

Exclusions:

None

Business Rules:

The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation. Calls are categorized into the designated bands to determine the percentage of calls that were answered within "x" seconds.

Levels of Disaggregation:

- < 1.5 seconds
- < 2.5 seconds
- > 7.5 seconds
- > 10.0 seconds
- > 15.0 seconds
- > 20.0 seconds
- > 25.0 seconds

Calculation:	Report Structure:
(Calls answered within "X" seconds ÷ total calls answered) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

80. Directory Assistance Average Speed Of Answer

Definition:

The average time a customer is in queue.

Exclusions:

None

Business Rules:

The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation.

Levels of Disaggregation:

None

Calculation:	Report Structure:
Total queue time ÷ total calls answered	Reported for the aggregate of all CLECs and SBC/Ameritech

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	None	None	None	None	None
Tier 2	Low	Low	Med	Low	Low

Benchmark:

IL = 7 sec; IN = 7.7 sec; MI = N/A; OH = 20.0 sec; WI = 6.3 sec; To be consistent/and change (auto-evolve) with State Retail Minimum Standard rulings. The State Commission Minimum Service Standards can be found at these URLs:

Illinois
- http://www.icc.state.il.us/tc/telecommunications.aspx

Wisconsin
- http://psc.wi.gov/_search/advquery.asp

Michigan
- http://www.cis.state.mi.us/mpsc/comm/rules/

Indiana
- http://www.in.gov/legislative/register/September-1-2002.html

Ohio
- http://onlinedocs.andersonpublishing.com/oac/index3.cfm?GRStructure1=4901%3A1&GRStructure2=4901%3A1%2D5&GRStructure3=&TextField=%3CJD%3A%224901%3A1%2D5%22%3EChapter%20%3CJL%3AJump%2C%224901%3A1%2D5%22%3E4901%3A1%2D5%3CEL%3E%20Furnishing%20of%20Int

81. Operator Services Grade Of Service

Definition:

Percentage of operator services calls answered within "X" seconds.

Exclusions:

None

Business Rules:

The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation. Calls are categorized into the designated bands to determine the percentage of calls that were answered within "X" seconds.

Levels of Disaggregation:

- < 1.5 seconds
- < 2.5 seconds
- > 7.5 seconds
- > 10.0 seconds
- > 15.0 seconds
- > 20.0 seconds
- > 25.0 seconds

Calculation:	Report Structure:
(Calls answered within "x" seconds ÷ total calls answered) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

82. Operator Services Speed of Answer

Definition:

The average time a customer is in queue.

Exclusions:

None

Business Rules:

The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation.

Levels of Disaggregation:

None

Calculation:	Report Structure:
Total queue time ÷ total calls answered.	Reported for the aggregate of all CLECs and SBC/Ameritech

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	None	None	None	None	None
Tier 2	Low	Low	Med	Low	Low

Benchmark:

IL = 3.6 sec; IN = 3.3 sec.; MI = 10 sec.; OH = 20 sec.; WI = 2.7 sec; To be consistent/and change (auto-evolve) with State Retail Minimum Standard rulings. The State Commission Minimum Service Standards can be found at these URLs:

Illinois
- http://www.icc.state.il.us/tc/telecommunications.aspx

Wisconsin
- http://psc.wi.gov/_search/advquery.asp

Michigan
- http://www.cis.state.mi.us/mpsc/comm/rules/

Indiana
- http://www.in.gov/legislative/register/September-1-2002.html

Ohio
- http://onlinedocs.andersonpublishing.com/oac/index3.cfm?GRStructure1=4901%3A1&GRStructure2=4901%3A1%2D5&GRStructure3=&TextField=%3CJD%3A%224901%3A1%2D5%22%3EChapter%20%3CJL%3AJump%2C%224901%3A1%2D5%22%3E4901%3A1%2D5%3CEL%3E%20Furnishing%20of%20Int

83. Percentage of Calls Abandoned

Definition:

The percentage of calls where the customer hangs up while the call is in queue.

Exclusions:

SBC/Ameritech generated test calls.

Business Rules:

The clock runs on a 24-hour cycle starting at 6:00 a.m. and ending at 6:00 a.m. This measurement determines the amount of calls that were abandoned against the number of operator positions available during the reporting month in quarter hour intervals.

Levels of Disaggregation:

- OS
- DA

Calculation:	Report Structure:
(# of calls abandoned ÷ number of operator positions available) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

Local Number Portability (LNP)

91. Percentage of LNP Only Orders within the Customer Requested Due Date

Definition:

Percentage of LNP Only Orders that are completed within or on the Customer Requested Due Date.

Exclusions:

- CLEC caused or requested delays.
- NPAC caused delays unless caused by SBC/Ameritech.
- CLEC requested Due Dates less than 3 business days.

Business Rules:

The clock starts on the date of FOC issuance, which is the date that SBC/Ameritech returned a FOC to the CLEC. The clock stops on the Completion Date, which is the date that SBC/Ameritech completed the order. Orders are included in the month they posted. Standard due date interval for LNP Only orders is three business days. :

- >100 TNs - The due dates are negotiated

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of LNP Only Orders completed within the Customer Requested Due Date or Negotiated Due Date ÷ total LNP Only Orders) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

96.5%.

92. Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9-Hour (T2) Timer

Definition:

Percentage of time the old service provider releases subscription(s) to NPAC prior to the expiration of the second (T2) 9-hour timer. This would include subscription(s) released prior to the expiration of the first (T1) or the second (T2) 9-hour timers.

Exclusions:

- CLEC caused or requested delays.
- NPAC caused delays unless caused by SBC/Ameritech.
- Cases where SBC/Ameritech did the release but the New Service Provider did not respond prior to the expiration of the T2 timer. This sequence of events causes the NPAC to send a cancel of SBC/Ameritech's release request. In these cases, SBC/Ameritech may have to re-work to release the TN so it can be ported to meet the due date.

Business Rules:

Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer ÷ total LNP TNs for which the subscription was released) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

96.5%.

93. Percentage of Time Customer Accounts Restructured by the LNP Only Completion Date

Definition:

Percentage of accounts restructured by the LNP Only Provisioning Completion Date.

Exclusions:

None

Business Rules:

This measure is for partial LNPs only.

Partial LNP Orders require an SBC/Ameritech account to be restructured. This measures the amount of time the account was restructured by the LNP completion date.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of partial LNP Only orders where the account was restructured by the completion date of the order) ÷ (total partial LNP Only orders that required customer accounts to be restructured) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

96.5%

96. Percentage Pre-Mature Disconnects for LNP Orders

Definition:

Percentage of LNP cutovers where SBC/Ameritech prematurely removes the translations, including the 10-digit trigger, prior to the scheduled conversion time.

Exclusions:

Coordinated Conversions.

Business Rules:

The count of incidents, on an order level, where the translations are released prior to the scheduled conversion. Count the number of cutovers that are prematurely disconnected (translations released prior to the due date).

Levels of Disaggregation:

- LNP only.
- LNP with Loop.

Calculation:	Report Structure:
(# of premature disconnects ÷ total conversions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

2% or less cutovers are disconnected prior to the due date (translations are released prior to the due date).

97. Percentage of Time SBC/Ameritech Applies the 10-digit Trigger Prior to the LNP Order Due Date

Definition:

Percentage of time SBC/Ameritech applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs on the day prior to the due date.

Exclusions:

- Where not technically feasible.
- CLEC caused misses.

Business Rules:

Obtain number of LNP or LNP with loop TNs where the 10-digit trigger was applied on the day prior to due date, and the total number of LNP or LNP with Loop TNs where the 10-digit trigger was applied, where technically feasible.

Levels of Disaggregation:

- LNP only
- LNP with Loop

Calculation:	Report Structure:
(# of LNP TNs for which 10-digit trigger was applied 24 hours prior to due date ÷ total LNP TNs for which 10-digit triggers were applied) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

96.5%

98. Percentage LNP Trouble Reports within 30 Days of Installation

Definition:

Percentage of LNP Orders that receive a network customer trouble report within 30 calendar days of service order completion.

Exclusions:

- Excluding subsequent reports and all disposition codes "11", "12", & "13" reports (excludable reports).
- Trouble reports caused by CPE or inside wiring.

Business Rules:

Includes trouble reports received the day after SBC/Ameritech personnel complete the service order through 30 calendar days after completion.

The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator.

The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of LNP Orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ total LNP Orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

Parity with SBC/Ameritech Retail POTS – No Field Work.

99. Average Delay Days for SBC/Ameritech Missed Due Dates (For Stand-Alone LNP Orders)	
Definition:	
Average calendar days from due date to completion date on Company missed orders.	
Exclusions:	
On time or early completions.	
Business Rules:	
The clock starts on the due date and the clock ends on the completion date based on posted LNP orders. Retail comparison is installations, not disconnects.	
Levels of Disaggregation:	
LNP Only.	
Calculation:	**Report Structure:**
Σ(LNP Completion Date– LNP Order due date) ÷ total LNP orders where there was a SBC/Ameritech caused missed due date	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail POTS – No Field Work.	

100. Average Time of Out of Service for LNP Conversions

Definition:

Average time to facilitate the activation request in SBC/Ameritech's network.

Exclusions:

- CLEC-caused errors.
- NPAC-caused errors unless caused by SBC/Ameritech.
- Large ports greater than 500 ports.

Business Rules:

The Start time is the Receipt of NPAC broadcast activation message in SBC/Ameritech's LSMS; and the End time is when the Provisioning event is done in SBC/Ameritech's LSMS. Calculate the total difference between the start time and end time in minutes for LNP activations during the reporting period.

Levels of Disaggregation:

None

Calculation:	Report Structure:
Σ(LNP stop time – LNP start time) ÷ total LNP activated TNs	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

60 Minutes

101. Percent Out of Service < 60 minutes

Definition:

The Number of LNP related conversions where the time required to facilitate the activation of the port in SBC/Ameritech's network is less than 60, expressed as a percentage of total number of activations that took place.

Exclusions:

- CLEC caused errors.
- NPAC caused errors unless caused by SBC/Ameritech.
- Large ports greater than 500 ports.

Business Rules:

The Start time is the Time that an "activate NPAC" broadcast is received in SBC/Ameritech's LSMS. The End time is the Time the provisioning event is complete in SBC/Ameritech's LSMS. Count the number of conversions that took place in less than 60 minutes. There is no difference between the denominator for this measure and the denominator in measure #100.

Levels of Disaggregation:

None

Calculation:	Report Structure:
[(# of activated TNs provisioned in less than 60 minutes) ÷ (total LNP activated TNs)] * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	Med	Med	Med	Med	Med

Benchmark:

96.5%

911

102. Average Time To Clear Errors (Facility-Based Providers)

Definition:

The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that SBC/Ameritech installs.

Exclusions:

None

Business Rules:

The clock starts upon the receipt of the error file and the clock stops when the error is corrected.

Levels of Disaggregation:

None

Calculation:	Report Structure:
[Σ(Date and time error detected – date and time error cleared)] ÷ total errors	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

Parity

103. Percent Accuracy for 911 Database Updates (Facility-Based Providers)

Definition:

The percentage of 911 records that were updated by SBC/Ameritech in error.

Exclusions:

CLEC Caused Errors.

Business Rules:

The data required to calculate this measurement will be provided by the CLEC based on the compare file. CLEC requests a compare file in writing through their assigned SBC/Ameritech Account Manager. This request should provide the requesting company's name (per CLEC interconnection or resale agreement), ACNA, requested geographic area (e.g., state, NPA, etc.), if the compare file is requested by email, diskette, CD-ROM, and the CLEC contact name, number, and e-mail address. Upon request, SBC/Ameritech will provide, within 14 business days of request receipt, an electronic compare file. CLEC will be provided a file that contains all customer information for the geographic area that they request (e.g., state, NPA, etc.). The file can be provided via CR-ROM, diskette, paper or as an electronic file (transmitted) The CLEC will provide the number of records transmitted and the errors found. SBC/Ameritech will verify the records determined to be in error to validate that the records were input by SBC/Ameritech incorrectly. An update is completed without error if the database completely and accurately reflects the activity specified on the order submitted by the CLEC.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of SBC/Ameritech caused update errors ÷ Total updates) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

Parity with SBC/Ameritech Retail.

104. Average Time Required to Update 911 Database (Facility Based Providers)

Definition:

The average time it takes to update the 911database file.

Exclusions:

None

Business Rules:

The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.

Levels of Disaggregation:

None

Calculation:	Report Structure:
[Σ(Date and time data processing begins - date and time data processing ends)] ÷ total files	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

Parity with SBC/Ameritech Retail.

104.1 The Average Time It Takes To Unlock the 911 Record	
Definition:	
The average time it takes to unlock the 911 record to allow the record to be claimed by the CLEC.	
Exclusions:	
CLEC caused delayed unlocks	
Business Rules:	
The clock starts on the date of completion and the clock stops on the date/time when the 911 record is unlocked.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
[Σ (SOC Date - date 911 record is unlocked)] ÷ Total 911 database unlocks	Reported for individual CLEC, and all CLECs and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

Poles, Conduit and Rights of Way

105. Percentage of Requests Processed Within 35 Days

Definition:

The percentage of requests for access to poles, conduits, and right-of-ways processed within 35 days.

Exclusions:

None

Business Rules:

The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of requests processed within 35 days ÷ total requests) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

90% within 35 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL

106. Average Days Required to Process a Request	
Definition:	
The average time it takes to process a request for access to poles, conduits, and right-of-ways.	
Exclusions:	
None	
Business Rules:	
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
Σ(Date request returned to CLEC – date request received from CLEC) ÷ total requests	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 35 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL	

Collocation

107. Percentage Missed Collocation Due Dates
Definition:
The percentage of SBC/Ameritech caused missed due dates for collocation projects.
Exclusions:
If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, SBC/Ameritech will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.
Business Rules:
The clock starts when SBC/Ameritech receives, in compliance with the Commission Order, approved interconnection agreement or effective tariff, whichever is applicable, payment and return of proposed layout for space as specified in the application form from the CLEC and the clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy. The CLEC will then have 5 business days to accept or not accept the collocation space. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC/Ameritech of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC/Ameritech to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC/Ameritech and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. The extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to: • CLEC return to SBC/Ameritech corrected and complete floor plan drawings. • CLEC placement of required component(s). If the business rules and Commission Order, approved interconnection agreement or effective tariff, whichever is applicable, are inconsistent, then these business rules are superseded.

Levels of Disaggregation:

For Physical Collocations:

- Caged
- Shared Caged
- Caged Common
- Cageless
- Adjacent On-site
- Adjacent Off-site
- All Augments to Physical Collocation

For Virtual Collocations:

- Virtual
- All Augments to Virtual Collocations

Calculation:	Report Structure:
(count of number of SBC/Ameritech caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and SBC/Ameritech Affiliate

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

Less than 5% not met within the due date) Damages and Assessments will be calculated based on the number of calendar days late. The critical z-value does not apply.

108. Average Delay Days for SBC/Ameritech Missed Due Dates

Definition:

The average delay days caused by SBC/Ameritech to complete collocation facilities.

Exclusions:

If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, SBC/Ameritech will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.

Business Rules:

The clock starts when SBC/Ameritech receives an accurate and complete application form for space from the CLEC and the clock stops when the collocation space is turned over to the CLEC for their occupancy at the walk-through. If the walk-through is scheduled after the due date, then the clock stops on the due date. Due Date Extensions will be extended when mutually agreed to by SBC/Ameritech and the CLEC. SBC/Ameritech will turn over the APOT with the notice of job completion if the CLEC has submitted their second fifty-percent (50%) payment prior to the due date.

Levels of Disaggregation:

- Caged
- Caged Common
- Shared Caged
- Adjacent On-Site
- Adjacent Off-Site
- Cageless
- Augments to Physical Collocation
- Virtual
- Augments to Virtual Collocation

Calculation:	Report Structure:
Σ(Date collocation work completed - collocation due date) ÷ SBC/Ameritech caused missed collocation completions.	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

Delay days not to exceed 10% of standard interval for IN, MI, OH and WI.

- Physical - 90 days standard interval, 10% of std interval = 9 Calendar Days
- Virtual - 60 days standard interval, 10% of std interval = 6 Calendar Days
- Cageless - 60 days standard interval, 10% of std interval = 6 Calendar Days
- Additions - 90 days standard interval, 10% of std interval = 9 Calendar Days

IL = Parity with SBC/Ameritech Affiliate.

109. Percent of Requests Processed Within the Established Timelines

Definition:

The percent of requests for collocation facilities processed within the established timelines.

Exclusions:

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Business Rules:

The clock starts when SBC/Ameritech receives the application. The clock stops when SBC/Ameritech responds back to the application request with a quote. Per FCC Order 99-48 (706 Collocations Requirements).
Applications received after 2:00 p.m. are considered as being received on the next business day.

Levels of Disaggregation:

- Physical
- Virtual
- Cageless
- Additions

Calculation:	Report Structure:
(# of requests processed within the timeline ÷ total requests with quotes) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

90% within 10 Calendar Days = IN, MI, OH, WI.
IL = Parity with SBC/Ameritech Affiliate

Directory Assistance Database

110. Percentage of Updates Completed into the DA Database within 72 Hours for Facility-Based CLECs

Definition:

The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory changes.

Exclusions:

- Weekends and Holidays.
- CLEC caused errors.
- Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)

Business Rules:

For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day.

For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday.

The update clerk's work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.

Levels of Disaggregation:

IN, MI, OH, WI = None

IL = Manual and Electronic

Calculation:	Report Structure:
(# of updates completed within 72 hours ÷ total updates completed) * 100	Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

- IN, MI, OH, WI = 95% updated within 72 hours
- IL = Manual orders are 95% updated within 72 hours and Electronic orders are parity with SBC/Ameritech Retail

111. Average Update Interval for DA Database for Facility-Based CLECs

Definition:

The average update interval for DA database changes for facility-based CLECs.

Exclusions:

- Weekends and holidays
- CLEC caused errors
- Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)

Business Rules:

For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day.

For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday.

The update clerk's work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.

Levels of Disaggregation:

- IN, MI, OH, WI = None
- IL = Manual and Electronic

Calculation:	Report Structure:
[∑ (8:00 a.m. of the day following the input into the DL database – Time update received from CLEC)] ÷ total updates completed	Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

- IN, MI, OH, WI = 48 Hours
- IL = Manual are 48 hours and Electronic orders are parity with SBC/Ameritech Retail.

112. Percentage DA Database Accuracy For Manual Updates for Facility-Based CLECs

Definition:

The percentage of DA records that were updated by SBC/Ameritech correctly. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. SBC/Ameritech will verify the records determined to be in error to validate that the records were input by SBC/Ameritech incorrectly.

Exclusions:

- Errors not submitted within 10 days of order confirmation receipt.
- CLEC caused errors
- Weekends and Holidays
- Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc

Business Rules:

For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day.

For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday.

The update clerk's work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of manual updates without SBC/Ameritech caused errors ÷ Total updates processed) *100	Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

97%

113. Percentage of Electronic Updates that Flow Through the Update Process Without Manual Intervention

Definition:

Percentage of electronic updates from entry to distribution that progress through SBC/Ameritech ordering systems to ALPSS for Illinois, Michigan, Ohio and Wisconsin. Percentage of electronic updates from entry to distribution that progress through SBC/Ameritech ordering systems to DA for Indiana.

Exclusions:

- Updates rejected due to incorrect/invalid data received from the CLEC (e.g. missing zip code, incomplete phone number, etc.).
- CLEC caused errors
- Weekends and Holidays

Business Rules:

The number of updates, for facility-based providers, that flow through SBC/Ameritech's ordering systems and are passed to ALPSS or DA without manual intervention, divided by the total number of updates issued within the reporting period.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of updates of that flow through to ALPSS or DA ÷ Total updates received in the month) * 100	Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

- IN, MI, OH, WI = 97%
- IL = Parity with SBC/Ameritech Retail.

Coordinated Conversions

114. Percentage of Premature Disconnects (Coordinated Cutovers)

Definition:

Percentage of coordinated cutovers where SBC/Ameritech prematurely disconnects the customer 10 minutes or more prior to the scheduled conversion.

Exclusions:

None

Business Rules:

A premature disconnect occurs any time SBC/Ameritech disconnects the CLEC customer 10 or more minutes prior to the CLEC being on line. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines

Levels of Disaggregation:

- Coordinated Hot Cuts – LNP with Loop
- Frame Due Time – LNP with Loop

Calculation:	Report Structure:
(# of prematurely disconnected CHC/FDT LNP with Loop orders ÷ total coordinated CHC/FDT LNP with Loop orders) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

2% or less premature disconnects starting 10 minutes before scheduled time.

114.1. CHC/FDT LNP with Loop Provisioning Interval

Definition:

The % of CHC/FDT LNP with Loop Lines completed by SBC/Ameritech within the established provisioning intervals.

Exclusions:

- CHC LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date).
- CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC/Ameritech the opportunity to complete CHC/FDT LNP with Loop within the designated interval.
- IDLC (pair gain systems) identified on or before the due date.
- Any order in the FMOD process

Business Rules:

The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC). For CHC orders, the clock starts when the CLEC calls the SBC/Ameritech LOC to start the conversion, and ends when the SBC/Ameritech technician completes the cross connect to the CLEC facilities and has called the CLEC to notify that the cutover has been completed. For FDT orders, the clock starts at the frame due time and ends when the SBC/Ameritech technician completes the cross-connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.

Levels of Disaggregation:

CHC/LNP with loop
- < 10 lines
- 10-24 lines

FDT/LNP with loop
- < 10 lines
- 10-24 lines

Calculation:	Report Structure:
(Total CHC/FDT LNP with Loop Lines within the designated interval ÷ total CHC/FDT LNP with Loop lines) * 100.	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	Med	Med	Med	Med	Med

Benchmark:
CHC/FDT LNP with Loop for < 10 Lines 90% within one hour. CHC/FDT LNP with Loop for 10-24 Lines 90% within two hours.

115. Percentage of SBC/Ameritech Caused Delayed Coordinated Cutovers

Definition:

Percentage of Ameritech caused late coordinated cutovers in excess of "X" (30, 60 and 120) minutes.

Exclusions:

- Any order in the FMOD process

Business Rules:

A coordinated cutover is delayed if SBC/Ameritech is not ready within "X" (30, 60, and 120) minutes after the scheduled cut time. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines

Levels of Disaggregation:

- CHC LNP with Loop
- FDT LNP with Loop

Calculation:	Report Structure:
(# of SBC/Ameritech caused late coordinated CHC/FDT LNP with Loop orders in excess of "X" (30, 60 and 120) minutes ÷ total coordinated CHC/FDT LNP with Loop orders) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

8% or less of SBC/Ameritech coordinated conversions beyond 30 minutes, 2% beyond 60 minutes from scheduled time or 1% beyond 120 minutes.

115.1 Percent Provisioning Trouble Reports (PTR)

Definition:

Measures the percent of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion.

Exclusions:

- Reports for which the trouble is attributable to the SBC/Ameritech network (unless SBC/Ameritech had knowledge of the trouble prior to the due date.
- IDLC (pair gain systems) identified on or before the due date.
- Non-measured reports (CPE, Interexchange, and Information reports).

Business Rules:

The percent of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion, or before noon on the next business day. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines

Levels of Disaggregation:

- CHC
- FDT

Calculation:	Report Structure:
(Count of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion or before noon on the next business day after conversion ÷ total # of CHC/FDT circuits converted) * 100.	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

2%

115.2 Mean Time To Restore – Provisioning Trouble Report (PTR)

Definition:

Average duration of the outage from the receipt of the PTR to the time it is cleared.

Exclusions:

- Non-measured reports (CPE, Interexchange, and Information reports).
- No access to the end user's location.

Business Rules:

The start time is when the report is received. The stop time is when the report is cleared. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines

Levels of Disaggregation:

- CHC
- FDT

Calculation:	Report Structure:
Σ[(Date and time PTR is closed with the customer) - (date and time PTR is received)] ÷ total PTRs.	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

NXX

117. Percent NXXs Loaded and Tested Prior to the LERG Effective Date

Definition:

The percent of NXXs loaded and tested prior to the LERG effective date.

Exclusions:

None

Business Rules:

Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of NXXs loaded and tested by LERG effective date ÷ total NXXs loaded and tested) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

Parity

118. Average Delay Days for NXX Loading and Testing

Definition:

Average calendar days from due date to completion date on company missed NXX orders.

Exclusions:

None

Business Rules:

Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.

Levels of Disaggregation:

None

Calculation:	Report Structure:
Σ(Completion Date – LERG effective date) ÷ Total SBC/Ameritech caused late orders	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

Parity

119. Mean Time to Repair

Definition:

Average duration of NXX trouble reports from the receipt of the customer trouble report to the time that the trouble report is cleared.

Exclusions:

None

Business Rules:

The start time is when the report is received. The stop time is when the trouble report is cleared. SBC/Ameritech will contact the CLEC to close the trouble.

Levels of Disaggregation:

None

Calculation:	Report Structure:
[Σ(Date and time trouble report is cleared with the customer – Date and time trouble report is received) ÷ (Total NXX trouble reports)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

Parity

Bona Fide Request Process (BFRs)

120. Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona Fide Requests processed within 30 business days.	
Exclusions:	
Weekends and Holidays.	
Business Rules:	
The clock starts when SBC/Ameritech receives the application. The clock stops when SBC/Ameritech completes application processing.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(# of number of requests processed within 30 days ÷ total requests) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 30 business days = IN, MI, OH, WI. IL = Parity with SBC/Ameritech Affiliate.	

121. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days

Definition:

Percentage of quotes provided in response to authorized Bona Fide Requests (authorized preliminary analysis from CLEC) within 45 business days.

Exclusions:

Weekends and Holidays.

Business Rules:

The clock starts when SBC/Ameritech receives the authorization. The clock stops when SBC/Ameritech responds back to the authorization request with a quote.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# of requests processed within 45 days ÷ total # of requests) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

90% within 45 business days = IN, MI, OH, WI.
IL = Parity with SBC/Ameritech Affiliate

New Performance Measure

124. Timely Resolution of Significant Software Failures Related with Releases

Definition:

Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.

Exclusions:

Error where a workaround transparent to the CLEC is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC) that is different from what would be required if the software had not failed.

Business Rules:

Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to Ameritech, or receive back from Ameritech, order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround that does not require the CLEC to do anything different from what would be required if the software had not failed is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC, on an Ameritech Regional basis (non-state specific)

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

95% completed within 48 hours or 2 days.

New Performance Measure

124.1 Test Environment Availability

Definition:

Extent that the Joint Test Environment is actually available to CLECs.

Exclusions:

None

Business Rules:

The total "Scheduled system available hours" is the cumulative number of hours during the reporting period that Ameritech has committed to provide CLECs access to the Joint Test Environment. "Hours functionality is available during the scheduled available hours" is the actual number of hours, during scheduled system available hours, during which the Joint Test Environment is actually available for testing purposes. The actual time available is divided by the scheduled time available and the result multiplied by 100 to produce the "Percent system availability" measure.

Scheduled system available hours is Monday through Friday, 8:00AM to 5:00PM CT (except as noticed to the industry via Accessible Letter). "Hours functionality is available during the scheduled available hours" is calculated from the date/time a CLEC reports its inability to access the Joint Test Environment to the date/time the reporting CLEC is able to access the Joint Test Environment, based on records maintained by Ameritech's Joint Test Environment Availability Team.

Only situations where the inability of the CLEC to access the Joint Test Environment is confirmed to be due to a problem within the control of SBC Ameritech are to be included in this measure. Situations where a CLEC cannot access the Joint Test Environment due to problems outside the control of SBC Ameritech (e.g. internal CLEC network connectivity or performance issues) will not be included in this PM

Levels of Disaggregation:

- Pre-Order
- Order

Calculation:	Report Structure:
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours] * 100	Reported on an aggregate CLEC basis and a Ameritech-region basis (non-state specific)

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	None	Med	None	None	None
Tier 2	None	Med	None	None	None

Benchmark:

Diagnostic

Additional Measures

MI 2. Percentage of Orders Given Jeopardy Notices Within 24 Hours of the Due Date

Definition:

Percentage of Orders Given Jeopardy Notices within 24 hours of the Due Date measures the percentage of 870s sent less than 24 hours (1 day) prior to the due date.

Exclusions:

- CLEC/End User Initiated Jeopardy Codes.
- Weekends and Holidays.
- Orders that fall into, or are completed thru, the FMOD process.
- Orders received from CLEC and due on same day.
- Jeopardy Notices sent on or after the due date.

Business Rules:

An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order's due date is in jeopardy of being missed. Consider "24 hours" as 1 day. The measure is calculated using business days only (i.e., Monday-Friday). Unsolicited FOCs will be counted as Jeopardies.

Levels of Disaggregation:

- Resale POTS
  - -- Field Work (FW)
  - -- Non-Field Work (NFW)
- Resale Specials
  - -- Field Work (FW)
  - -- Non-Field Work (NFW)
- Unbundled Loops
  - -- Field Work (FW)
  - -- Non-Field Work (NFW)
- UNE-Ps
  - -- Field Work (FW)
  - -- Non-Field Work (NFW)

Calculation:	Report Structure:
[(# of orders receiving an 870 within 24 hours of the order due date) ÷ (Total orders receiving an 870 in the report month)] * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:
Less than or equal to 5% orders given jeopardy notices with 24 hours of the due date

MI 3. Coordination Conversions Started Within One Hour of the Scheduled Time

Definition:

Coordinated Conversion Started Within One Hour of the Scheduled Time measures the number of coordinated unbundled loop cutovers started within one hour of the start scheduled time as a percentage of all coordinated unbundled loops completed in the reporting period.

Exclusions:

- Orders for which the CLEC was not ready after the cutover was started.
- Canceled orders.

Business Rules:

A coordinated loop is any unbundled loop requiring coordination. The start date is the date and time the central office/translations work begins. The scheduled time is the cutover date and time requested by the CLEC and found on the cutover schedule. The cutover is considered complete when the work is completed by SBC/Ameritech. The measure is counted in the period it is completed. The measure is counted on the first item of the first order (when related orders are involved) and then calculated by item based on the number of items on the order/orders. CHC orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines

Levels of Disaggregation:

Unbundled Loops

Calculation:	Report Structure:
# of cross connection started within one hour of the scheduled time / Total coordinated unbundled loops for reporting period	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 - None
Tier 2 - None

Benchmark:

Diagnostic

MI 4. Average Time to Provide a Collocation Arrangement

Definition:

Average Time to Provide a Physical Collocation Arrangement measures the average elapsed time between the date a collocation COBO payment is received and the date the CLEC is notified that the physical node is completed, for the total number of physical nodes completed in the reporting period.

Exclusions:

- Canceled orders.
- Orders where the customer requested a due date beyond the contractual date.
- CLEC-caused delays such as arranging final walk-through or accepting collocation space.

Business Rules:

The measure is calculated using calendar days. The receipt of a collocation COBO payment is indicative of a firm order. The clock is restarted if the CLEC modifies its request. Time between completion and node final walk through is not included in the completion interval calculation..

Levels of Disaggregation:

Physical Collocation

Calculation:	Report Structure:
∑[(Date Physical Node Is Complete) - (Date Collocation COBO Payment Is Received)] ÷ Total Physical Nodes Completed	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate

Measurement Type:

Tier 1 - None
Tier 2 - None

Benchmark:

Diagnostic

MI 5. Structure Requests Completed Outside of Interval

Definition:

Structure Requests Completed Outside of Interval measures the number of requests to view SBC/Ameritech structure records that are not completed within the standard time interval as a percentage of requests completed in the reporting period.

Exclusions:

Requests for SBC/Ameritech to perform record checks.

Business Rules:

Structure includes poles, ducts, conduit and rights-of-way that are owned or controlled by SBC/Ameritech. The request is counted in the period in which the request is completed. Changes to the request will be deemed to be a new request and will result in a new date being established for the priority queue. Requests received after 12:00 noon Eastern Standard Time are considered received the following business day. Interval calculation is based on business days.

Information Access includes requests for viewing (or copies). A field survey is a physical check of manholes and/or poles to determine availability of space for placing the attaching Party's facilities. Make Ready is any construction work necessary to prepare SBC/Ameritech structure for attachment or occupancy by an attaching Party.

Levels of Disaggregation:

- Information Access
- Field Survey
- Make Ready

Calculation:	Report Structure:
(# of Structure Requests Completed Outside of the Standard Time Interval ÷ Total Structure Requests Completed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 - None
Tier 2 - None

Benchmark:

Diagnostic

MI 9. Percentage Missing FOCs

Definition:

Percentage of FOCs that are not sent as compared to the total number of orders completed.

Exclusions:

None

Business Rules:

Total number of responses not sent as compared to the total number of orders completed. FOC responses not sent are identified by using a report that compares to completed orders that do not show FOC response in the Local Service Request (LSR) processing systems.

Levels of Disaggregation:

- Resale
- UNE (Loops, LNP, and LSNP)
- UNE-P

Calculation:	Report Structure:
(# of missing FOC responses ÷ total orders completed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

MI 10. Percent Time-out Transactions	
Definition:	
Percentage of Time-out messages received as compared to valid system responses	
Exclusions:	
None	
Business Rules:	
A count of the time-out messages, by interface, as compared to total number of queries processed. (time-outs and valid responses).	
Levels of Disaggregation:	
• Address Verification • Telephone Number Assignment • Customer Service Inquiry (CSI)<=30 lines • Service Availability • Dispatch Required – SBC/Ameritech combines "Service Appointment Scheduling" and "Dispatch Required" functions for TCNET • PIC • Actual Loop Makeup Information • Design Loop Makeup Information Service Appointment Scheduling (Due Date) – Reported in "Dispatch Required" for TCNET	
Calculation:	**Report Structure:**
(# of Time Out Transactions ÷ Total Number of Queries processed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

MI 11. Average Interface Outage Notification	
Definition:	
The average time from the initial identification of an interface outage, to the notification of CLECs.	
Exclusions:	
None	
Business Rules:	
The time from initial identification of interface outages to the time that email notification (to email distribution list) is sent by SBC/Ameritech.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(Time interface outage is identified – Time notification is given)/Total interface outages in a period	Reported on a total wholesale basis across the SBC/Ameritech region (Company level reporting).
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

MI 12. Average Time to Clear Service Order Errors

Definition:

The average time to clear service order errors (3E)

Exclusions:

None

Business Rules:

The average number of business days to clear 3E service order errors is calculated by totaling the duration from the date that an order went into the error condition to the date that the error was cleared.

Levels of Disaggregation:

- Resale
- UNE P

Calculation:	Report Structure:
(Date that an order went into error condition – The date that the error was cleared)/Total number of errors cleared	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Parity

New PM MI 13

MI 13. Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion

Definition:

Percent mechanized line loss notifications returned within one business day of the completion of work.

Exclusions:

- Line Loss Notifications that are delayed due to a CLEC cause that prevents SBC/Ameritech from completing the order and thus sending the line loss notification

Business Rules:

Days are calculated by subtracting the date the line loss notification was sent/made available to the losing CLEC from the work completion date. The date that the last service order associated with the winning carrier's service request is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day.

This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the information documented on the CLEC OnLine website, including retail winbacks.

Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response times.

Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the losing CLEC will exclude non-system processing days as documented on CLEC OnLine or communicated in advance via accessible letter

Levels of Disaggregation:

- All (combination of two disaggregations below)
- SBC Winback (SBC Retail is the "winning" carrier, CLEC is losing carrier)
- CLEC-to-CLEC (CLEC A is "winning" carrier, CLEC B is "losing" carrier)

Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the losing CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Med	Low	Med	Low	Low
Tier 2	Med	Low	Med	Low	Low

Benchmark:

97%; Remedies apply only to the “All” disaggregation, SBC Winback and CLEC-to-CLEC results are not separately subject to remedies

New Performance Measure

MI 13.1 Average Delay Days For Mechanized Line Loss Notifications

Definition:

Average business days from completion of work to the date the line loss notification was sent/made available to the CLEC for line loss notifications that miss the standard of one business day.

Exclusions:

- Line Loss Notifications that are delayed due to a CLEC cause that prevents SBC/Ameritech from completing the order and thus sending the line loss notification

Business Rules:

Days are calculated by subtracting the date the line loss notification was sent/made available to the losing CLEC from the work completion date. The date that the last service order associated with the winning carrier's service request is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day. Only those notifications that were sent/made available outside the one business day standard are included in this measure.

This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the business rules documented on CLEC OnLine website, including retail winbacks.

Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the losing CLEC will exclude non-system processing days as documented on CLEC On-Line or communicated in advance via accessible letter.

Levels of Disaggregation:

- All (combination of two disaggregations below)
- SBC Winback (SBC Retail is the "winning" carrier, CLEC is losing carrier)
- CLEC-to-CLEC (CLEC A is "winning" carrier, CLEC B is "losing" carrier)

Calculation	Report Structure:
Σ(Work completion date for line loss notifications sent outside the standard – Date LLN sent/made) ÷ (total line loss notifications sent outside the standard)	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	None	None	Med	None	None
Tier 2	None	None	Med	None	None

Benchmark:

MI - Average Delay of 4 Days; Remedies apply only to the "All" disaggregation, SBC Winback and CLEC-to-CLEC results are not separately subject to remedies.
IL/IN/OH/WI - Diagnostic

MI 14. Percent Completion Notifications Returned Within "X" Hours of Completion of Maintenance Trouble Ticket

Definition:

Percent mechanized completions returned within "X" hours of completion of the trouble tickets.

Exclusions:

- Reports for which the trouble is attributable to the SBC/Ameritech network (unless SBC/Ameritech had knowledge of the trouble prior to the due date.
- IDLC (pair gain systems) identified on or before the due date.
- Non-measured reports (CPE, Interexchange, and Information reports

Business Rules:

The elapsed time for a completion notice to be sent to the CLEC from the time that the trouble ticket is closed in WFA or LMOS.

For trouble reports that are submitted electronically – the time from the close of the trouble in WFA or LMOS to the time that the completion status is made available to the CLEC (via EBTA).

For orders, which are submitted manually – the time from the close in the WFA or LMOS systems to the time, that completion notice report is faxed to the CLEC. This is based on a process whereby previous day troubles are faxed to CLECs. The CLEC must provide a FAX number to SBC/Ameritech.

Levels of Disaggregation:

- Resale
  --Manual - Next Day
  --Electronic < 2 hours
- UNE Loops
  --Manual - Next Day
  --Electronic <2 hours
- UNE P
  --Manual - Next day
  --Electronic <2 hours

Calculation:	Report Structure:
(# of completions returned to CLEC within X hours ÷ total completions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – Low w/Cap
Tier 2 – None

Benchmark:

95% w/in the specified interval.

MI 15 Change Management

Definition:

Change management measures timeliness of change notifications for final requirements to implementation as defined and agreed upon in the SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process ("CMP"). Interfaces to which this measure applies also will be defined in the CMP.

Exclusions:

- Clarification Notes.
- Any Approved Exceptions.
- Emergency Situations
- Regulatory Mandated Changes

Business Rules:

Calendar Days is to be used in the calculation of this measure. Notification is received when the Final Release Requirements are noticed to CLECs via an Accessible Letter. Calculation is based on the number of Notifications made within the reporting period (the denominator), with the numerator being the number of those Notifications issued "X" days or more in advance of the announced implementation date.

Levels of Disaggregation:

Changes to Existing Interfaces
- Gateway
- GUI

Introductions of New Interfaces
- Gateway
- GUI

Retirements of Existing Interfaces -- Wholesale Interfaces
- Gateway
- GUI

Calculation:	Report Structure:
(Number of Notifications issued on time) ÷ (Number of Notifications in the reporting period) * 100	Reported on an SBC/Ameritech regional basis (non-state specific).

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1 –	None	None	None	None	None
Tier 2 –	Low	Low	Low	Low	Low

Remedies apply to only Gateway Changes and Introductions disaggregations.

Benchmark:
95% or greater notices should be on time as defined by the advance notification intervals for Final Requirements for each disaggregation as defined in the SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process ("CMP") found at https://clec.sbc.com/clec/ Click on Gold bar "Change Management Process" Click on SBC All Regions then scroll down to: SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process

MI 16 Percentage Rejected Query Notices

Definition:

Percentage of queries requested that are returned as rejected for reasons other than that the input data is incorrect or inaccurate. These rejected query notices indicate a problem with the interface other than timed out transactions (measured separately).

Exclusions:

None

Business Rules:

Total number of Rejected Query Notices sent as compared to the total number of Queries processed.

Levels of Disaggregation:

- Address Verification
- Telephone Number Assignment
- Customer Service Inquiry (CSI)<=30 lines
- Service Availability
- Dispatch Required – SBC/Ameritech combines "Service Appointment Scheduling" and "Dispatch Required" functions for TCNET
- PIC
- Actual Loop Makeup Information
- Design Loop Makeup Information
- Service Appointment Scheduling (Due Date) – Reported in "Dispatch Required" for TCNET

Calculation:	Report Structure:
(# rejected query notices ÷ total number of queries processed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

WI 1 Percent No Access – UNE Loops Provisioning	
Definition:	
Percent of Field Work (FW) orders with a status of "No Access."	
Exclusions:	
• CLEC caused misses. (customer requests later date, other customer reasons, - customer not ready). • All orders that are not N, T, or C. • No Field Work.	
Business Rules:	
SBC/Ameritech personnel set the "No Access" indicator when access cannot be obtained to the customer's premises. Order must be Completed.	
Levels of Disaggregation:	
Geographic	
Calculation:	**Report Structure:**
(# of orders that are No Access ÷ Total Field Work orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
UNE Field Work Parity compared to SBC/Ameritech Field Work (N, T, and C order types - Res and Bus Combined).	

WI 2 Percent No Access (Percent of Trouble Reports with No Access) – UNE Loops	
Definition:	
Percentage of dispatched customer trouble reports with a status of "No Access."	
Exclusions:	
• Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Reports caused by customer provided equipment (CPE) or wiring. • Reports that are not dispatched.	
Business Rules:	
SBC/Ameritech personnel set the "No Access" indicator when access cannot be obtained at the customer's premises. Reports are counted the month they are closed.	
Levels of Disaggregation:	
Geographic	
Calculation:	**Report Structure:**
(# of trouble reports with a status of "No Access" ÷ Total dispatched customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
UNE Field Work Parity compared to SBC/Ameritech Field Work (N, T, and C order types - Res and Bus Combined).	

WI 9 Percent Facility Modification Orders

Definition:

Percentage of orders requiring Facility Modification

Exclusions:

Orders not requiring Facility modification notification.

Business Rules:

The total number of orders requiring facility modification reflected as a percentage of all orders completed in the period.
(DSL with Lineshare orders do not utilize the FMOD process.)

Levels of Disaggregation:

- 8.0 dB Loops
  -- Without Test Access
- . BRI Loop With Test Access
- DS1 Loop With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Dark Fiber
- DSL Loops
  -- No Line Sharing

Calculation:	Report Structure:
(# of FMOD UNEs ÷ Total UNEs installed) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

CLEC WI 1	Average Delay in Original FOCs Due Dates Due to Delay Notices (Issue F)
Definition:	
Measures average amount of delay from original FOC due dates to date of actual provisioning for all FOCs that are delayed.	
Exclusions:	
None	
Business Rules:	
Measured from original FOC due date.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
(Actual completion date – original FOC due date) ÷ (Total number of orders with delay notices)	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

CLEC WI 4 Accuracy of Processing CLEC Corrections Based on Review of Directory Information (Issue L)

Definition:

Measures number of errors in final review and in printed directory that were not corrected after notice by CLEC of needed correction.

Exclusions:

Listings with incorrect information submitted by CLEC.

Business Rules:

Directory listings are submitted for a first review (first pre-BOC), and then after corrections are made, for a final review (second pre-BOC) prior to publication. The first pre-BOC will be provided 45 calendar days in advance of the directory close date. The second pre-BOC, if requested, will be provided 15 calendar days in advance of directory close. CLECs will be required to request the second pre-BOC 30 calendar days before the directory close date. In order for changes from the first pre-BOC to be entered on the second pre-BOC, CLECs must provide those changes not less than 4 business days before the delivery of the second pre-BOC. This is measured on a per-book basis.

Levels of Disaggregation:

- First Pre-BOC
- Second Pre-BOC

Calculation:	Report Structure:
(# of listings without errors after correction requested ÷ Total updates submitted) *100	Reported for CLEC, all CLECs for facility-based providers, and SBC/Ameritech Affiliate.

Measurement Type:

If the benchmark is not met for corrections requested after the first review, the $200 charge for the second pre-BOC will be waived by AAS.

If the Benchmark is not met for corrections requested after the second pre-BOC, the remedy will be

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	None	None	None	None	None

Benchmark:

For corrections requested in the review of the first pre-BOC 95% must be corrected in the second pre-BOC

For corrections noted in the review of the second pre-BOC 99% of those corrections requested initially must be corrected in the final published directory.

CLEC WI 5	Percentage of protectors not moved after technician visit (Issue O)

Definition:

Measures the percentage of times that a CLEC has to call SBC/Ameritech to replace a protector with a NID and move it to the outside of the house, where there has been an SBC/Ameritech technician at the premises within the last 30 days.

Exclusions:

None

Business Rules:

If a CLEC is required to call SBC/Ameritech to replace a protector with a NID and move it to the outside of a structure when SBC/Ameritech has worked at that premises within 30 days of the report.

Levels of Disaggregation:

None

Calculation:	Report Structure:
(Total number of CLEC service calls to move a NID ÷ Number of CLEC calls to move a NID where an SBC/Ameritech technician had been on site within the last 30 days) *100	Reported for CLEC, and all CLECs

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

Less than 3%.

CLEC WI 6 FMOD Process: Percent Form A Received Within the Interval Ordered by the Commission.

Definition:

Measures the percentage of FMOD orders where Form A is issued within the interval ordered by the Commission.

Exclusions:

- Weekends and Holidays
- Loop Qualified Orders requiring modification

Business Rules:

Under the revised FMOD policy issued 10/27, the FMOD process commences with Form A being issued by SBC/Ameritech. Form A must be received by the CLEC within the interval ordered by the Commission. Measured from date and time of initial FOC to send time of Form A. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday.
(DSL with Lineshare orders do not utilize the FMOD process.)

Levels of Disaggregation:

- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- DS1 Loop With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Dark Fiber
- DSL Loops
  -- No Line Sharing

Calculation:

(# of FMOD orders where Form A issued within 24 hours ÷ Total # FMOD orders) * 100

Report Structure:

Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

95 %

CLEC WI 7 FMOD Process: Percent Forms B, C, D, and E Received Within 72 Hours of Form A

Definition:

Measures the percentage of FMOD orders where Forms B, C, D, and/or E are issued within 72 hours of Form A.

Exclusions:

- Weekends and Holidays
- Loop Qualified Orders requiring modification.

Business Rules:

Measured from issuance of form A to receipt of Form B, C, D, and/or E. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday.
(DSL with Lineshare orders do not utilize the FMOD process.)

Levels of Disaggregation:

- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- DS1 Loop With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Dark Fiber
- DSL Loops
  -- No Line Sharing

NOTE: The above disaggregations are also reported for:

- Form B
- Form C
- Form D
- Form E

Calculation:

(# of FMOD orders where Form B, C, D, E issued within 72 hours ÷ Total # FMOD orders) * 100

Report Structure:

Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

95%

CLEC WI 8 FMOD Process: Form B - Percent FOC with New Due Date Returned Within 24 Hours

Definition:

Form B is for Complex modifications. This measures the percent of time SBC/Ameritech issues the FOC with the new due date within:
(a) 24 hours of SBC/Ameritech's receipt of the CLEC authorization of the complex modification charges; or
(b) if no confirmation of Form B is required from the CLEC, within 24 hours of Form B being sent.

Exclusions:

- FMOD orders resulting in Forms C, D, and E.
- Loop Qualified Orders requiring modification
- Weekends and Holidays

Business Rules:

Measured from the time that SBC/Ameritech receives the authorization of charges by the CLEC via Form B. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday.
(DSL with Lineshare orders do not utilize the FMOD process.)

Levels of Disaggregation:

- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- DS1 Loop With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Dark Fiber
- DSL Loops
  -- No Line Sharing

Calculation:

(# of FMOD orders where Form B, issued and FOC with new due date returned within 24 hours ÷ Total # FMOD orders where form B issued) * 100

Report Structure:

Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med

Benchmark:

95%

CLEC WI 9 FMOD Process: Percent Form C Quote Returend Within the Interval Ordered by the Commission

Definition:

Form C involves orders where provisioning is through ILDC or RSU. This measures the percentage of orders involving Form C where SBC/Ameritech returns the quote for the work within the interval ordered by the Commission.

Exclusions:

FMOD orders resulting in Forms B, D or E.

Business Rules:

Measured from the time Form C is accepted. For loop qualified orders requiring modification. (DSL with Lineshare orders do not utilize the FMOD process.)

Levels of Disaggregation:

- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- DS1 Loop With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Dark Fiber
- DSL Loops
  -- No Line Sharing

Calculation:

(# of FMOD orders where Form C accepted and quote issued within 30 calendar days ÷ Total # FMOD orders where form C accepted) * 100

Report Structure:

Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

95%

CLEC WI 11 FMOD Forms B, C, D, Percentage of Due Dates Met

Definition:

Measures the percentage of due dates met when FMOD process invoked

Exclusions:

- Weekends and Holidays
- Loop Qualified Orders requiring modification

Business Rules:

Based on the first revised due date. Subsequent modifications to the due date will count as a missed due date.
(DSL with Lineshare orders do not utilize the FMOD process.)

Levels of Disaggregation:

- 8.0 dB Loops
  -- Without Test Access
- BRI Loop With Test Access
- DS1 Loop With Test Access
- Dedicated Transport
  -- DS1
  -- DS3
- Dark Fiber
- DSL Loops
  -- With Line Sharing
  -- No Line Sharing

NOTE: The above disaggregations are also reported for:

- Form B
- Form C
- Form D

Calculation:	Report Structure:
(# of FMOD orders met ÷ Total # FMOD orders) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

Parity:	**Retail Comparison:**
• 8.0 dB Loops -- Without Test Access	POTS (Res/Bus and FW)
• BRI Loop With Test Access	ISDN BRI
• DS1 Loop With Test Access	DS1 & ISDN PRI
• Dedicated Transport	
-- DS1	DS1
-- DS3	DS3
• Dark Fiber	DS3
• DSL Loops	
-- With Line Sharing	Parity with SBC/Ameritech Affiliate
-- No Line Sharing	5% (No critical z-value applies)

NOTE: The above disaggregations are also reported for:

- Form B
- Form C
- Form D

IN 1 Percent Loop Acceptance Testing (LAT) Completed on or Prior to the Completion Date

Definition:

Percent Loop Acceptance Test (LAT) completed on or prior to the completion date of the order.

Exclusions:

- Orders where LAT not requested
- LAT requests when the CLEC is not authorized to seek LATs
- Orders where CLEC causes delay in the LAT

Business Rules:

Loop Acceptance Test is where an SBC/Ameritech Technician (Frame/Field as appropriate) is requested via an LSR to complete a Loop Acceptance Test. Loop Acceptance Test is completed on or before order completion date. The SBC/Ameritech Technician will contact the CLEC via the LOC. The Tech will complete a series of tests with the CLEC to validate continuity of the loop for acceptance by the CLEC.

This measure will include canceled orders where

- the LAT was completed and the CLEC chose not to accept the loop
- the cancel was due to an SBC/Ameritech cause after the due date but prior to the LAT

Levels of Disaggregation:

DSL Loops without Line Sharing

Calculation:	Report Structure:
(Orders where LAT was requested and performed on or before the Completion Date ÷ Total # of Orders where LAT was requested)*100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

Benchmark:

90% LAT on or before the Completion Date

Attachment One

Advanced and Nascent Services

1.0 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the Illinois State Treasury on those measurements listed under "Qualifying Measurements" below. Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

2.0 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

3.0 Qualifying Measurements:

Provisioning Measurements:

- PMs 28, 44, 56 – Percent Installs Completed Within Customer Requested Due Date
- PMs 35, 46, 59 – Installation Trouble Reports Within "X" Days
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

4.0 The increased voluntary payments referenced in section 1.0 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

5.0 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for

3 consecutive months. If Ameritech fails to provide parity or benchmark performance in Illinois for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

6.0 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the Illinois State Treasury. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the Illinois State Treasury by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

7.0 Any payments made hereunder shall be subject to the annual threshold set forth in the remedy plan.

Attachment Two

Performance Measures with Remedy Limits

Measurements That Are Subject to Per Occurrence Damages or Assessment With a Cap

1. Percent Response Received Within "X" Seconds – OSS Interfaces (PM 2)
2. Percent Firm Order Confirmations (FOCs) Received Within "X" Hours/Days (PM 5)
3. Percent Mechanized Completions Returned Within One Day of Work Completion (PM 7.1)
4. Percent Rejects Returned Within “X” Hours (PM 10)
5. Mechanized Provisioning Accuracy (PM 12)
6. Order Process Percent Flow Through (PM 13)
7. Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT (PM 15).
8. Percent of Usage Records Transmitted Correctly (PM 16)
9. Billing Completeness (PM 17)
10. Billing Timeliness (Wholesale Bill) (PM 18)
11. Percent Trunk Blockage (Call Blockage) (PM 70)
12. Percent Completion Notifications Returned Within ‘X’ Hours of Completion of Maintenance Trouble Ticket (PM MI14)

Measurements That Are Subject To Per Measure Damages or Assessments

1. OSS Interface Availability (PM 4)
2. Local Service Center (LSC) Grade Of Service (GOS) (PM 22)
3. Local Operations Center (LOC) Grade of Service (GOS) (PM 25)
4. Common Transport Trunk Blockage (PM 71)
5. Directory Assistance Average Speed of Answer (PM 80)
6. Operator Services Speed of Answer (PM 82)
7. Percent NXXs Loaded and Tested Prior to the LERG Effective Date (PM 117)
8. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days (PM 121)

Attachment Three

Performance Measures Subject to Tier 1 and Tier 2 Damages/Assessments Identified as High, Medium, and Low

Note: For the State of Michigan, Performance Measures Subject to Tier 1 and Tier 2 Damages are at the Medium level.

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
Pre-Ordering/Ordering						
1.1 Average Response Time For Manual Loop Make-Up Information	✓	-	-	-	X	-
1.3 Accuracy of Actual Loop Makeup Information provided for DSL Orders	✓	-	-	-	X	-
2. Percent Responses Received Within "X" Seconds-OSS Interfaces	✓	-	-	-	X	-
4. OSS Interface Availability	-	-	-	-	-	X
5. % Firm Order Confirmations (FOCs) Returned Within “X” Hours/Days	✓	-	-	-	X	-
5.2 Percentage of Unsolicited FOCs by Reason Code	-	-	-	-	-	-
6. Average Time To Return FOC	-	-	-	-	-	-
7. % Mechanized Completions Ret'd w/i 1 Hr of Completion in Ordering System	-	-	-	-	-	-
7.1 Percent Mechanized Completions Returned Within 1 Day Of Work Completion	✓	-	-	-	-	-
8. Average Time to Return Mechanized Completions	-	-	-	-	-	-
9. Percent Rejects	-	-	-	-	-	-
10. Percent Mechanized Rejects Returned Within “X:” Hours	-	✓-	-	-	-	-
10.4 Percent of Orders Given Jeopardy Notices	-	-	-	-	-	-
11. Mean Time to Return Mechanized Rejects	-	-	-	-	-	-
12. Mechanized Provisioning Accuracy	✓	-	-	X	-	-
13. Order Process Percent Flow Through	✓	-	-	-	-	X
13.1 Total Order Process Flow Through	-	-	-	-	-	-
Billing						
14. Billing Accuracy	-	-	-	-	-	-
15. Percent of Accurate And Complete Formatted Mechanized Bills	✓	-	-	-	-	X

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
16. Percent Of Billing Records Transmitted Correctly	✓	-	-	-	-	-
17. Billing Completeness	✓	-	-	-	X	-
18. Billing Timeliness (Wholesale Bill)	✓	-	-	-	-	X
19. Daily Usage Feed Timeliness	-	-	-	-	-	-
20. Unbillable Usage	-	-	-	-	-	-
Miscellaneous Administrative						
21.1 Average Time Placed on Hold at LSC	-	-	-	-	-	-
22. LSC Grade Of Service (GOS)	-	-	-	-	-	X
22.1. Mechanized Customer Production Support Center Grade of Service	-	-	-	-	-	-
24.1 Average Time Placed on Hold at LOC	-	-	-	-	-	-
25. LOC Grade Of Service (GOS)	-	-	-	-	-	X
Provisioning – Resale POTS and UNE-P						
27. Mean Installation Interval	-	-	-	-	-	-
28. Percent POTS/UNE-P Installations Completed Within the Customer Requested Due Date	-	-	✓	-	-	X
29. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
30. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
32. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
33. Percent SBC/Ameritech Caused Missed Due Dates greater than 30 days		-✓	-	-	-	-
35. Percent Trouble Reports Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
35.1 Percent UNE-P Trouble Reports On the Completion Date	-	-	-	-	-	-
Maintenance – Resale POTS and UNE-P						
37. Trouble Report Rate	-	-	-	-	-	-
37.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	X
38. Percent Missed Repair Commitments	-	-	✓	-	-	X

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
39. Receipt To Clear Duration	-	-	✓	-	-	X
40. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
41. Percent Repeat Reports	-	-	✓	-	-	X
42. Percent No Access (Percent of Trouble Reports with No Access)	-	-	-	-	-	-
Provisioning – Resale Specials						
43. Average Installation Interval	-	-	-	-	-	-
44. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
45. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
46. Percent Trouble Reports Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
47. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
48. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
49. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
50. Percent SBC/Ameritech Caused Missed Due Dates > 30 days		-✓	-	-	-	-
Maintenance – Resale Specials						
52. Mean Time To Restore	-	-	✓	-	-	X
53. Percent Repeat Reports	-	-	✓	-	-	X
54. Failure Frequency		-	-	-	-	-
54.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	
Provisioning – UNE						
55. Average Installation Interval	-	-	-	-	-	-
55.2 Average Installation Interval - LNP w/ Loop	-	-	-	-	-	-
55.3 Percent DSL-capable loop orders requiring the removal of load coils and/or repeaters.	-	-	-	-	-	-
56. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
56.1. Percent Installations Completed Within the Customer Requested Due Date for Loop with LNP	-	-	✓	-	-	X

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
58. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
59. Percent Trouble Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
60. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
61. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
62. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
63. Percent SBC/Ameritech Caused Missed Due Dates > 30 days		✓-	-	-	-	-
Maintenance – UNE						
65. Trouble Report Rate						
65.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	X
66. Percent Missed Repair Commitments	-	-	✓	-	-	X
67. Mean Time To Restore	-	-	✓	-	-	X
68. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
69. Percent Repeat Reports	-	-	✓	-	-	X
Interconnection Trunks						
70. Percent Trunk Blockage (Call Blockage)	-	-	✓	-	-	X
70.1 Trunk Blockage Exclusions	-	-	-	-	-	-
70.2 Percent Trunk Blockage (Trunk Groups)	-	-	-	-	-	-
71. Common Transport Trunk Blockage	-	-	-	-	-	X
73. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
74. Average Delay Days For Missed Due Dates	-	-	-	-	-	-
75. Percent SBC/Ameritech Caused Missed Due Dates greater than 30 days		-✓	-	-	-	-
76. Average Trunk Restoration Interval	✓	-	-	-	-	-
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	-	-	✓	-	-	X
78. Average Interconnection Trunk Installation Interval	-	-	-	-	-	-
Directory Assistance and Operator						

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
Services						
79. Directory Assistance Grade Of Service	-	-	-	-	-	-
80. Directory Assistance Average Speed Of Answer	-	-	-	X	-	-
81. Operator Services Grade Of Service	-	-	-	-	-	-
82. Operator Services Average Speed Of Answer	-	-	-	X	-	-
83. Percent Calls Abandoned	-	-	-	-	-	-
Local Number Portability (LNP)						
91. Percent LNP Only Orders within the Customer Requested Due Date	-	-	✓	-	-	X
92. Percent of Time the Old Service Provider Releases Subscription Prior to the Expiration of the Second 9-hour timer	-	-	-	-	-	-
93. Percent of time Customer Accounts Restructured by the LNP Only Completion Date	✓	-	-	-	-	-
96. Percent Premature Disconnects for LNP Orders	✓	-	-	-	-	-
97. Percent of Time SBC/Ameritech applies the 10-digit Trigger Prior to the LNP Order Due date.	-	-	✓	-	-	X
98. Percent LNP Trouble Reports within 30 days of Installation	-	-	✓	-	-	X
99. Average Delay Days for SBC/Ameritech Missed Due Dates.(For Stand-Alone LNP Orders)	-	-	-	-	-	-
100. Average Time of Out of Service for LNP conversions	-	-	✓	-	-	X
101. Percent Out of Service < 60 Minutes	-	✓	-	-	X	-
911						
102. Average Time To Clear Errors (Facility Based Providers)	✓	-	-	-	-	-
103. Percent Accuracy for 911 database updates (Facility Based Providers)	✓	-	-	-	-	-
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓	-	-	-	-	-
104.1 The Average Time it takes to Unlock the 911 record	-	-	-	-	-	-
Poles, Conduit, and Rights of Way						

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
105. Percentage of requests processed within 35 days	✓	-	-	-	-	-
106. Average Days Required to Process a Request	-	-	-	-	-	-
Collocation						
107. Percentage Missed Collocation Due Dates	-	-	✓	-	-	X
108. Average Delay Days For SBC/Ameritech Missed Due Dates	✓	-	-	-	-	-
109. Percent of requests processed within the tariffed timelines	✓	-	-	-	-	-
Directory Assistance Database						
110. Percentage of updates completed into the DA Database within 72 Hours for Facility Based CLECs	✓	-	-	-	-	-
111. Average Update Interval for DA database for facility based CLECs	✓	-	-	-	-	-
112. Percentage DA Database Accuracy For Manual Updates	✓	-	-	-	-	-
113. Percentage of Electronic Updates that Flow Through the update process without Manual intervention	✓	-	-	-	-	-
Coordinated Conversions						
114. Percent Pre-mature Disconnects (Coordinated Cutovers)	-	-	✓	-	-	X
114.1 CHC/FDT LNP w/Loop Provisioning Interval	-	✓	-	-	X	-
115. Percentage of SBC/Ameritech caused delayed Coordinated Cutovers	✓	-	-	-	-	-
115.1 Percent Provisioning Trouble Reports	-	-	✓	-	-	X
115.2 Percent Mean Time to Restore - Provisioning Trouble Reports (PTR)	-	-	-	-	-	-
NXX						
117. Percent NXXs loaded and tested prior to the LERG effective date	-	-	✓	-	-	X
118. Average Delay Days for NXX loading and testing	✓	-	-	-	-	-
119. Mean Time to Repair	-	-	✓	-	-	X
Bona Fide Request Process (BFRs)						
120. Percentage of requests processed	-	-	-	-	-	-

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
within 45 business days						
121. Percentage of Quotes Provided for Authorized BFRs within 30 business days	-	-	✓	-	-	X
Additional Measures						
124. Timely Resolution of Significant Software Failures Related With Releases	-	-	✓	-	-	X
124.1 Test Environment Availability	-	-	-	-	-	-
MI-2 Percentage of Orders Given Jeopardy Notices within 24 Hours of the Due Date	✓-	-	-	-	-	-
MI-3 Coordinated Conversions Completed within One Hour of the Scheduled Time	-	-	-	-	-	-
MI-4 Average Time to Provide a Collocation Arrangement	-	-	-	-	-	-
MI-5 Structure Requests Completed Outside of Interval	-	-	-	-	-	-
MI-9 Percent Missing FOCs	-	-	-	-	-	-
MI-10 Percent Time-Out Transactions	-	-	-	-	-	-
MI-11 Average Interface Outage Notification	-	-	-	-	-	-
MI-12 Average Time to Clear Service Order Areas	-	-	-	-	-	-
MI-13 Percent Mechanized Line Loss Notifications returned within 1 Day of Work Completion	✓	-	-	X	-	-
MI-13.1 Average Delay Days for Mechanized Line Loss Notifications	-	-	-	-	-	-
MI-14 Percent Completion Notifications Returned within “X” Hours of Completion of Maintenance Trouble Tickets	✓	-	-	-	-	-
MI-15 Change Management	-	-	-	X	-	-
MI-16 Percentage Rejected Query Notices	-	-	-	-	-	-
WI-1 Percent No-Access for UNE Loops - Provisioning	-	-	-	-	-	-
WI-2 Percent of Trouble Reports with No Access for UNE Loops - Maintenance	-	-	-	-	-	-
WI-9 Percent Facility Modification Orders	-	-	-	-	-	-
C WI-1 Average Delay In Original FOC Due Date Due to FMOD Delay Notice	-	-	-	-	-	-

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
C WI-4 Accuracy of Processing CLEC Corrections Based on Review of Directory Information	-	-	✓	-	-	-
C WI-5 Percentage of Protectors Not Moved After Technician Visit	-	-	✓	-	-	X
C WI-6 Percent Form A Received Within the Interval Ordered by the Commission (FMOD)	-	-	✓	-	-	X
C WI-7 Percent Forms B, C, D, and E Received Within 72 Hours of Form A (FMOD)	-	-	✓	-	-	X
C WI-8 Percent FOC with New Due Date Returned Within 24 Hours of Form B (FMOD)	✓	-	-	-	✓	-
C WI-9 Percent Form C Quote Returned Within the Interval Ordered by the Commission (FMOD)	-	-	✓	-	-	X
C WI-11 Percentage of Due Dates Met (FMOD)	-	-	✓	-	-	X
IN-1 Percent Loop Acceptance Testing (LAT) Completed on or prior to the Completion Date	✓-	-	-	-	-	-

Attachment Four

Percentage of Missed Collocation Due Dates Damages and Assessments Methodology

The following methodology will apply in calculating Tier 1 liquidated damages and Tier 2 assessments for the percentage of missed collocation due dates measurement.

Tier 1:

1. The benchmark will be 95% of Collocations completed within the due date. For example, if a CLEC has 30 collocations complete in the study month, Ameritech can miss one due date and still be in compliance. In this case no damages would apply. If, two due dates out of 30 were missed, Ameritech would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 95% benchmark.
2. Damages are calculated based on the percentage of days that Ameritech misses the due date using the per occurrence values in the business rules, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. Ameritech will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, if there were three misses which had missed days of 20, 15 and three, Ameritech would pay damages on 35 (20+15) missed days. In this example, Ameritech would pay 35*(95%-90%)*150 = $262.50
4. Should a remedy plan in effect call for the use of the K-table, the collocation measurement will be used in the determination of the "K" number of allowances (based on the number of collocations). In addition, it may also be excluded as defined in the business rules in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the same total days late for collocation projects calculated above (35 in the previous example). Should a remedy plan not include the K-table component, this paragraph #4is not applicable.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

Tier 2:

1. Assessments will be applicable when the measurement has been out of compliance for three consecutive months for the aggregate of all CLEC collocations.
2. Compliance will be defined as described in the Tier 1 damages above.
3. If assessments are applicable, the rolling three month average for days missed will be used to calculate the total assessments payable to the State Treasury.

SCHEDULE - LAWFUL UNE COMBINATIONS
(Indiana)

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)
2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
				NPA Code(s):
E9-1-1 Manager			CLLI Code	
	CLEC Telco ID			
			"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	
	Rate Center(s):			# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	
				SS7 Point Code

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: / CLLI Code:		RATE CENTER(s) FOR MSAG PULL (1)	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)	
		Rate Center(s):			
E9-1-1 Features Required:	ANI/ALI/SR				
# of 9-1-1 Trunks for LSP:					
MSAG Update Interval:	Monthly				
ALI Database Provider:					
ACCOUNT MANAGER:					
LOG NUMBER					

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice
fax
email

STATUS of EXHIBIT:

Date Prepared

APPENDIX PRICING
(KANSAS)

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APPENDIX PRICING
(KANSAS)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

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

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

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and SBC KANSAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC KANSAS will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC KANSAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC KANSAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

Zone:	Rate Group	Description:
Zone 1	1, 2, and 3	0-5,999
Zone 2	4 and 5	6,000-99,999
Zone 3	6, 7, and 8	Greater than 100,000

1.9 SBC KANSAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC KANSAS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated

pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC KANSAS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC KANSAS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC KANSAS' current generic contract rate for the Product or Service set forth in SBC KANSAS' applicable state-specific generic pricing schedule as published on SBC KANSAS' CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC KANSAS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

1.9.3 SBC KANSAS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC KANSAS' right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC KANSAS for that Product or Service and incorporated into SBC KANSAS' current state-specific generic pricing schedule as published on SBC KANSAS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC KANSAS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC KANSAS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC KANSAS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

1.10.2 SBC KANSAS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC KANSAS' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 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 service

period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.

2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher 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 SBC KANSAS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC KANSAS will round up to the next whole mile before determining the mileage and applying rates.

2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.

3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC KANSAS network, without any changes to SBC KANSAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.

3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC KANSAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.

3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
2	Local Loops	Disconnect Loop from inside wiring, per NID	**NRBND**	None	$ 20.49	$ 10.25
3		2-Wire Analog Zone 1 (Rural)	**U21**	$ 23.34	$ 28.45	$ 13.55
4		2-Wire Analog Zone 2 (Suburban)	**U21**	$ 13.64	$ 28.45	$ 13.55
5		2-Wire Analog Zone 3 (Urban)	**U21**	$ 11.86	$ 28.45	$ 13.55
6		2-Wire Analog Zone 1 (Rural)	**RB9**	$ 23.34	NA	NA
7		2-Wire Analog Zone 2 (Suburban)	**RB9**	$ 13.64	NA	NA
8		2-Wire Analog Zone 3 (Urban)	**RB9**	$ 11.86	NA	NA
9		Conditioning for dB loss from 8db to 5db	**UL2**	$ 7.81	$ 22.76	$ 8.58
10		4-Wire Analog Zone 1(Rural)	**U4H**	$ 41.76	$ 47.60	$ 23.00
11		4-Wire Analog Zone 2 (Suburban)	**U4H**	$ 23.94	$ 47.60	$ 23.00
12		4-Wire Analog Zone 3 (Urban)	**U4H**	$ 19.44	$ 47.60	$ 23.00
13		2-Wire Digital Zone 1(Rural)	**U2Q**	$ 40.69	$ 15.03	$ 6.22
14		2-Wire Digital Zone 2 (Suburban)	**U2Q**	$ 29.50	$ 15.03	$ 6.22
15		2-Wire Digital Zone 3 (Urban)	**U2Q**	$ 32.66	$ 15.03	$ 6.22
16		2-Wire Digital Zone 1(Rural)	**RB8**	$ 40.69	NA	NA
17		2-Wire Digital Zone 2 (Suburban)	**RB8**	$ 29.50	NA	NA
18		2-Wire Digital Zone 3 (Urban)	**RB8**	$ 32.66	NA	NA
19		2 Wire Analog -Non Recurring Charge Zone 1-3	**NRFR1**	NA	$ 28.45	$ 13.55
20		2 Wire Digital -Non Recurring Charge Zone 1-3	**NRFR3**	NA	$ 15.03	$ 6.22
21		DS1 Loop Zone 1(Rural)	**U4D1X**	$ 88.48	NA	NA
22		DS1 Loop Zone 2 (Suburban)	**U4D1X**	$ 70.26	NA	NA
23		DS1 Loop Zone 3 (Urban)	**U4D1X**	$ 64.78	NA	NA
24		DS1 Loop Zone 1(Rural)	**RB6**	$ 88.48	$ 68.40	$ 27.25
25		DS1 Loop Zone 2 (Suburban)	**RB6**	$ 70.26	$ 68.40	$ 27.25
26		DS1 Loop Zone 3 (Urban)	**RB6**	$ 64.78	$ 68.40	$ 27.25
27		4 Wire Digital -Non Recurring Charge Zone 1-3	**NRFR4**	NA	$ 68.40	$ 27.25
28		DS3 Loop Zone 1 (Rural)	**U4D3X**	$ 953.29	$ 776.69	$ 343.67
29		DS3 Loop Zone 2 (Suburban)	**U4D3X**	$ 946.01	$ 776.69	$ 343.67
30		DS3 Loop Zone 3 (Urban)	**U4D3X**	$ 709.30	$ 776.69	$ 343.67
31	DSL Capable Loops					
32	2-Wire xDSL Loop	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	**2SLAX**	$ 23.34	$ 28.45	$ 13.55
33		PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**2SLAX**	$ 13.64	$ 28.45	$ 13.55
34		PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	**2SLAX**	$ 11.86	$ 28.45	$ 13.55
35		PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	**2SLCX**	$ 23.34	$ 28.45	$ 13.55
36		PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**2SLCX**	$ 13.64	$ 28.45	$ 13.55
37		PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	**2SLCX**	$ 11.86	$ 28.45	$ 13.55
38		PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	**2SLBX**	$ 23.34	$ 28.45	$ 13.55
39		PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**2SLBX**	$ 13.64	$ 28.45	$ 13.55
40		PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	**2SLBX**	$ 11.86	$ 28.45	$ 13.55
41		PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	**2SLDX**	$ 23.34	$ 28.45	$ 13.55
42		PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**2SLDX**	$ 13.64	$ 28.45	$ 13.55
43		PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	**2SLDX**	$ 11.86	$ 28.45	$ 13.55
44		PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	**U2F**	$ 23.34	$ 28.45	$ 13.55
45		PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**U2F**	$ 13.64	$ 28.45	$ 13.55
46		PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	**U2F**	$ 11.86	$ 28.45	$ 13.55
47		PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	**2SLFX**	$ 23.34	$ 28.45	$ 13.55
48		PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**2SLFX**	$ 13.64	$ 28.45	$ 13.55
49		PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	**2SLFX**	$ 11.86	$ 28.45	$ 13.55
50	4-Wire xDSL Loop	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	**4SL1X**	$ 41.76	$ 47.60	$ 23.00
51		PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	**4SL1X**	$ 23.94	$ 47.60	$ 23.00
52		PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	**4SL1X**	$ 19.44	$ 47.60	$ 23.00
53						
54	IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	**UY5FX**	$ 32.21	$15.03	$ 6.22
55		IDSL Loop Zone 2 (Suburban)	**UY5FX**	$ 18.82	$15.03	$ 6.22
56		IDSL Loop Zone 3 (Urban)	**UY5FX**	$ 16.37	$15.03	$ 6.22
57						
58	Loop Qualification Process	Loop Qualification Process - Mechanized	**NR98U**	N/A	$ 0.06	N/A

	A	B	C	D	E	F
59		Loop Qualification Process - Manual	**NRBXU**	N/A	$ 25.65	N/A
60		Loop Qualification Process - Detailed Manual	**NR98Y**	N/A	TBD	N/A
61	DSL Conditioning Options	Removal of Repeaters	**NRBXV**	None	$610.45	N/A
62		Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	**NRBNL**	None	$610.45	N/A
63		Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	**NRBNP**	None	$0.00	$ -
64		Removal of Excessive Bridged Taps and Repeaters	**NRBXH**	None	$849.59	N/A
65		Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	**NRBTV**	None	$790.35	N/A
66		Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	**NRBTW**	None	$ -	$ -
67		Removal of Excessive Bridged Taps	**NRBXW**	None	$748.54	N/A
68		Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	**NRBNK**	None	$552.22	N/A
69		Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	**NRBNN**	None	$0.00	$0.00
70		Removal of Excessive Bridged Taps and Load Coils	**NRBXF**	None	$1,108.76	N/A
71		Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	**NRBM8**	None	$750.96	N/A
72		Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	**NRBM9**	None	$0.00	$0.00
73		Removal of Load Coils	**NRBXZ**	None	$883.94	N/A
74		Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	**NRBNJ**	None	$567.37	N/A
75		Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	**NRBNH**	None	$ -	$ -
76	**Removal of All Bridged Tap**			None		
77	**RABT- MMP**			None		
78		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	**NRMRJ**	None	552.22	None
79		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	**NRMRP**	None	936.67	None
80		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	**NRMRS**	None	552.22	$ 552.22
81		Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	**NRMRM**	None	552.22	$ 552.22
82	DSL Cross Connects	DSL Shielded Loop to Collocation	**UXRRX**	$ 3.26	$ 17.29	$ 9.90
83		2-Wire DSL Non-Shielded Cross Connect to Collocation	**UCX92**	$ 0.24	$ 13.69	$ 7.43
84	LST	LST performed on CODSLAM Loop	**URCLD**	none	$ 186.32	None
85		LST performed on Sub Loop	**URCLB**	none	$ 170.17	None
86		Simple LST in the Feeder Cable *^^4	**PENDING**	None	$51.45	$ 24.60
87		Simple LST in the Distribution Cable *^^4	**PENDING**	None	$39.45	$ 18.46
88		Complex LST in the Feeder Cable *^^4	**PENDING**	None	$102.85	$ 74.17
89		Complex LST in the Distribution Cable *^^4	**PENDING**	None	$90.85	$ 68.04
90						
91						
92	Loop Cross Connects	2-Wire Analog Loop to Collocation	**UCXC2**	$ 1.47	$ 17.29	$ 17.29
93		2-Wire Analog Loop to Collocation (without testing)	**UCXD2**	$ 0.24	$ 17.29	$ 17.29
94		4-Wire Analog Loop to Collocation	**UCXC4**	$ 2.95	$ 41.63	$ 35.73

	A	B	C	D	E	F
95		4-Wire Analog Loop to Collocation (without testing)	**UCXD4**	$ 0.48	$ 41.63	$ 35.73
96		2-Wire Digital Loop to Collocation	**(UCXC2) Pending**	$ 2.95	$ 17.29	$ 17.29
97		2-Wire Digital Loop to Collocation (without testing)	**(UCXD2) Pending**	$ 0.48	$ 17.29	$ 17.29
98		2-wire Analog Loop to Analog Line Port	**UDLX2**	$1.47	NA	NA
99		2-wire Analog Loop to Analog DID Trunk Port	**under development**	$1.47	$ 35.83	$ 29.44
100		2-wire Digital Loop to ISDN BRI Line Port	**RECB2**	$1.47	NA	NA
101		2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	**NRFR5**	NA	$ 35.83	$ 29.44
102		2 Wire Digital Loop to ISDN BRI Line Port -Non Recurring Charge	**NRFR7**	NA	$ 35.83	$ 29.44
103		DS1 Loop to Collocation	**UDLY4**	$ 11.30	$ 46.65	$ 32.15
104		DS3 Loop to collocation	**UCXBX**	$ 25.64	$ 143.08	$ 100.07
105	Sub-Loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAP**	$ 2.38	None	None
106		ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAP**	$ 1.95	None	None
107		ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAP**	$ 2.64	None	None
108		ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAQ**	$ 40.50	None	None
109		ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAQ**	$ 13.53	None	None
110		ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAQ**	$ 9.58	None	None
111		ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAR**	$ 45.29	None	None
112		ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAR**	$ 18.00	None	None
113		ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	**U6LAR**	$ 13.78	None	None
114		SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAS**	$ 38.64	None	None
115		SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAS**	$ 12.02	None	None
116		SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAS**	$ 7.43	None	None
117		SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAT**	$ 43.43	None	None
118		SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAT**	$ 16.49	None	None
119		SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAT**	$ 11.63	None	None
120		Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAU**	$ 4.92	None	None
121		Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAU**	$ 4.60	None	None
122		Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAU**	$ 4.33	None	None
123		ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LEP**	$ 4.76	None	None
124		ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LEP**	$ 3.89	None	None
125		ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LEP**	$ 5.28	None	None
126		ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LEQ**	$ 81.01	None	None

	A	B	C	D	E	F
127		ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LEQ**	$ 27.06	None	None
128		ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LEQ**	$ 19.17	None	None
129		ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LER**	$ 90.58	None	None
130		ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LER**	$ 36.00	None	None
131		ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	**U6LER**	$ 27.56	None	None
132		SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LES**	$ 77.28	None	None
133		SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LES**	$ 24.05	None	None
134		SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LES**	$ 14.86	None	None
135		SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LET**	$ 86.85	None	None
136		SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LET**	$ 32.99	None	None
137		SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LET**	$ 23.26	None	None
138		Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LEU**	$ 9.84	None	None
139		Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LEU**	$ 9.20	None	None
140		Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LEU**	$ 8.66	None	None
141		ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCP**	$ 2.37	None	None
142		ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCP**	$ 1.94	None	None
143		ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCP**	$ 2.60	None	None
144		ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCQ**	$ 40.50	None	None
145		ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCQ**	$ 13.53	None	None
146		ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCQ**	$ 9.54	None	None
147		ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCR**	$ 45.29	None	None
148		ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCR**	$ 18.00	None	None
149		ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	**U6LCR**	$ 13.74	None	None
150		SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCS**	$ 38.63	None	None
151		SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCS**	$ 12.02	None	None
152		SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCS**	$ 7.39	None	None
153		SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCT**	$ 43.42	None	None
154		SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCT**	$ 16.49	None	None
155		SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCT**	$ 11.58	None	None
156		Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCU**	$ 4.92	None	None

	A	B	C	D	E	F
157		Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCU**	$ 4.60	None	None
158		Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCU**	$ 4.33	None	None
159		ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGP**	$ 4.75	None	None
160		ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGP**	$ 3.89	None	None
161		ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGP**	$ 5.19	None	None
162		ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGQ**	$ 81.00	None	None
163		ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGQ**	$ 27.05	None	None
164		ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGQ**	$ 19.08	None	None
165		ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGR**	$ 90.57	None	None
166		ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGR**	$ 35.99	None	None
167		ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	**U6LGR**	$ 27.48	None	None
168		SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGS**	$ 77.27	None	None
169		SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGS**	$ 24.04	None	None
170		SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGS**	$ 14.77	None	None
171		SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGT**	$ 86.84	None	None
172		SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGT**	$ 32.98	None	None
173		SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGT**	$ 23.17	None	None
174		Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGU**	$ 9.84	None	None
175		Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGU**	$ 9.20	None	None
176		Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGU**	$ 8.66	None	None
177	Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	**UKCV2**	None	$ 295.96	$ 112.32
178		Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	**UKCV4**	None	$ 296.99	$ 113.36
179		Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	**UKCZ2**	None	$ 295.96	$ 112.32
180		Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	**UKCZ4**	None	$ 296.99	$ 113.36
181	**Dedicated Transport (DT)**	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	**ULNHS**	$ 51.89	$136.65	$ 78.80
182		DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	**ULNHS**	$ 44.59	$136.65	$ 78.80
183		DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	**ULNHS**	$ 40.78	$136.65	$ 78.80
184		DT-DS1 Interoffice Transport, First Mile - Interzone	**ULNHS**	$ 46.86	$136.65	$ 78.80
185		DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	**ULNHS**	$ 1.53	None	None
186		DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	**ULNHS**	$ 0.72	None	None

	A	B	C	D	E	F
187		DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	**ULNHS**	$ 0.32	None	None
188		DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	**ULNHS**	$ 0.35	None	None
189		DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	**ULNJS**	None	$158.10	$ 97.75
190		DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	**ULNJS**	$ 596.55	$158.10	$ 97.75
191		DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	**ULNJS**	$ 478.64	$158.10	$ 97.75
192		DT-DS3 Interoffice Transport, First Mile - Interzone	**ULNJS**	$ 512.30	$158.10	$ 97.75
193		DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	**ULNJS**	None	None	None
194		DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	**ULNJS**	$ 17.51	None	None
195		DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	**ULNJS**	$ 12.83	None	None
196		DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	**ULNJS**	$ 2.85	None	None
197	**Dedicated Transport Cross Connect**	DS1 to Collocation	**UCXHX**	$ 7.12	$ 98.50	$ 80.30
198		DS3 to Collocation	**UCXJX**	$ 25.64	$ 68.75	$ 50.55
199	**Multiplexing**	DS1 to VG	**UM4BX**	$ 119.03	$ 288.90	$ 187.70
200		DS3 to DS1	**UM4AX**	$ 359.83	$ 1,736.35	$ 1,202.10
201	**Dark Fiber**	Dark Fiber -Interoffice per strand	**ULYCX**	$ 74.83	$ 340.24	$ 340.24
202		Dark Fiber - Interoffice per foot Zone 1 (Rural)	**ULNCF**	$ 0.004400	None	None
203		Dark Fiber - Interoffice per foot Zone 2 (Suburban)	**ULNCF**	$ 0.003850	None	None
204		Dark Fiber - Interoffice per foot Zone 3 (Urban)	**ULNCF**	$ 0.003770	None	None
205		Dark Fiber Cross Connect - Interoffice	**UKCJX**	$ 1.71	$ 59.97	$ 59.97
206		Dark Fiber - Interoffice Inquiry	**NR9D6**	NA	$ 656.67	$ 656.67
207	Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	**UXRA1**	$ 0.57	$ 92.05	$ 73.25
208		2-wire Analog Loop to POA - Method 2	**UXRA2**	$ 0.65	$ 92.05	$ 73.25
209		2-wire Analog Loop to POA - Method 3	**UXRA3**	$ 0.77	$ 92.05	$ 73.25
210	Routine Modifications	Routine Modifications of Existing Facilities Charge	**N3RUE**	NA	ICB	NA
211	Service Order Charges	Manual New - Simple	**NRBUQ**	None	$ 12.35	None
212		Manual Change - Simple	**NRBUO**	None	$ 12.35	None
213		Manual Record - Simple	**NRBUU**	None	$ 12.35	None
214		Manual Disconnect - Simple	**NRBUW**	None	$ 12.35	None
215		Manual Suspend - Simple	**NRBJZ**	None	$ 12.35	None
216		Manual Restore - Simple	**NRBJ9**	None	$ 12.35	None
217		Manual Expedited - Simple	**NRMV1**	None	$ 12.35	None
218		Manual Customer Not Ready - Simple	**NRMV5**	None	$ 12.35	None
219		Manual Due Date Change or Cancellation - Simple	**NRMV3**	None	$ 12.35	None
220		Manual New - Complex	**NRBUR**	None	$ 12.35	None
221		Manual Change - Complex	**NRBUP**	None	$ 12.35	None
222		Manual Record - Complex	**NRBUV**	None	$ 12.35	None
223		Manual Disconnect - Complex	**NRBUX**	None	$ 12.35	None
224		Manual Suspend - Complex	**NRBJ7**	None	$ 12.35	None
225		Manual Restore - Complex	**NRBJ8**	None	$ 12.35	None
226		Manual Expedited - Complex	**NRMV2**	None	$ 12.35	None
227		Manual Customer Not Ready - Complex	**NRMV6**	None	$ 12.35	None
228		Manual Due Date Change or Cancellation - Complex	**NRMV4**	None	$ 12.35	None
229		Electronic New - Simple	**NR9W2**	None	$ 2.35	None
230		Electronic New - Complex	**NRBGX**	None	$ 77.53	None
231		Electronic Change - Simple	**NR9GG**	None	$ 2.35	None

	A	B	C	D	E	F
232		Electronic Change - Complex	**NR9G8**	None	$ 77.53	None
233		Electronic Record - Simple	**NR9GU**	None	$ 2.35	None
234		Electronic Record - Complex	**NR9G7**	None	$ 4.90	None
235		Electronic Disconnect - Simple	**NR9GZ**	None	$ 2.35	None
236		Electronic Disconnect - Complex	**NR9G9**	None	$ 26.50	None
237		Electronic Suspend - Simple	**NRBJ5**	None	$ 2.35	None
238		Electronic Restore - Simple	**NRBJ6**	None	$ 2.35	None
239		Electronic Expedited - Simple	**NRMV7**	None	$ 2.35	None
240		Electronic Expedited - Complex	**NRMVX**	None	$ 2.35	None
241		Electronic Customer Not Ready - Simple	**NRMV9**	None	$ 2.35	None
242		Electronic Customer Not Ready - Complex	**NRMVY**	None	$ 2.35	None
243		Electronic Due Date Change or Cancellation Simple -	**NRMV8**	None	$ 2.35	None
244		Electronic Due Date Change or Cancellation Compl;ex	**NRMVZ**	None	$ 2.35	None
245		PIC Change Charge	**NRBL9**	None	$ 5.00	None
246						
247	Directory Assistance	Directory Assistance (DA) - per call	**ZZUO3**	$ 0.37	None	None
248		Directory Assistance (DA) - per call	**ZZUO4**	$ 0.37	None	None
249		Directory Assistance Call Completion (DACC) - per call	**ZZUO7**	$ 0.15	None	None
250		National Directory Assistance (NDA)	**ZZUO5**	$ 0.65	None	None
251		National Directory Assistance (NDA)	**ZZUO6**	$ 0.65	None	None
252		Directory Assistance Non-Pub Emergency Service	**not applicable**	$ 2.60	None	None
253		Directory Assistance - Branding - Initial/Subsequent Load	**NRBDG**	None	$ 1,800.00	None
254		Directory Assistance - Branding Per call	**ZZUCB**	$ 0.025	None	None
255						
256		Directory Assistance - Rate Reference Initial Load	**NRBDL**	None	$ 2,200.00	None
257		Directory Assistance - Rate Reference - Subsequent Load	**NRBDM**	None	$ 1,000.00	None
258		Directory Assistance Listings (DAL)-Initial Load, per listing	**Not Applicable**	None	$ 0.0585	None
259		Directory Assistance Listings (DAL)-Update, per listing	**Not Applicable**	None	$ 0.0585	None
260		Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	**Not Applicable**	$ 2.60	None	None
261		Business Category Search (BCS)	**ZZUOB**	$ 0.65	None	None
262		Reverse Directory Assistance (RDA)	**ZZUO8**	$ 0.65	None	None
263		Reverse Directory Assistance (RDA)	**ZZUO9**	$ 0.65	None	None
264	Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	**ZZUO1**	0.15	None	None
265		Operator Services - Operator Assisted Call Processing (Per work second)	**ZZUO2**	0.02	None	None
266		Operator Services - Branding Initial/Subsequent Load	**NRBDG**	None	$ 1,800.00	None
267		Operator Services - Branding - Per Call	**ZZUCB**	$ 0.025	None	None
268		Operator Services - Rate Reference -Initial Load	**NRBDL**	None	$ 2,200.00	None
269		Operator Services - Rate Reference Load	**NRBDM**	None	$ 1,000.00	None
270		Intralata Message Rating - Rate per initial load	**Not Applicable**	None	$ 608.61	None
271		Intralata Message Rating - Rate per subsequent changes	**Not Applicable**	None	$ 608.61	None
272	Miscellaneous	NXX Migration- Migration Charge per NXX	**Not Applicable**	None	$ 10,000.00	None
273		Provision of Message Detail a.k.a. Daily Usage File (DUF)	**ASBS**	$ 0.000287	None	None

	A	B	C	D	E	F
274	BCR	Per interstate local message	**Not Applicable**	$ 0.050	None	None
275		Per local message	**Not Applicable**	$ 0.080	None	None
276	Hosting	Billable Message Records and /or access usage records - per Record Charge	**not applicable**	$ 0.0030	None	None
277		Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	**not applicable**	$ 0.0020	None	None
278		Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	**not applicable**	$ 0.0050	None	None
279		Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	**not applicable**	$ 0.0070	None	None
280		Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	**not applicable**	$ 0.0100	None	None
281	Clearinghouse	CH processing charge for service - per originated CH record	**not applicable**	$ 0.020	None	None
282		CH billing message - per message	**not applicable**	$ 0.050	None	None
283	Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	**MVV**	None	$62.34	$ 29.97
284		Overtime - per half hour	**MVV**	None	$77.80	$ 37.70
285		Premium Time - per half hour	**MVV**	None	$93.25	$ 45.42
286	Time and Materials Charges	Basic Time - per half hour	**ALK, ALT,ALH**	None	$62.34	$ 29.97
287		Overtime - per half hour	**ALK, ALT,ALH**	None	$77.80	$ 37.70
288		Premium Time - per half hour	**ALK, ALT,ALH**	None	$93.25	$ 45.42
289						
290	Pole and Duct	Poles ($/attachment/yr.)^^3		$ 1.75		
291	(Structure)					
292	Per Foot Conduit Occupancy Fees					
293		Full Duct ($/ft/yr.)		$ 0.59		
294		Half Duct ($/ft/yr)		$ 0.30		
295	Contract Administration Fee				$ 125.00	
296	Administrative Record-Keeping Fee				$ 125.00	
297	**INTERCARRIER COMPENSATION**					
298	**End Office Local Termination - Zone 1 Rural**					
299		Set up charge, per call	**ZZUR8**	$0.00		
300		Duration charge, per MOU	**ZZUR2**	$0.00		
301	**End Office Local Termination - Zone 2 Suburban**					
302		Set up charge, per call	**ZZUR8**	$0.00		
303		Duration charge, per MOU	**ZZUR2**	$0.00		
304	**End Office Local Termination - Zone 3 Urban**					
305		Set up charge, per call	**ZZUR8**	$0.00		
306		Duration charge, per MOU	**ZZUR2**	$0.00		
307	**Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131, per MOU**		**ZZUR2**	$ 0.0007		
308	**Tandem Switching**		**ZZUR1**	$0.00		
309	**Common Transport**					
310		Termination per Minute of Use Zone 1 (Rural)	**ZZUST**	$0.00		
311		Termination per Minute of Use Zone 2 (Suburban)	**ZZUST**	$0.00		
312		Termination per Minute of Use Zone 3 (Urban)	**ZZUST**	$0.00		

	A	B	C	D	E	F
313		Termination per Minute of Use Interzone	**ZZUST**	$0.00		
314		Facilities per Minute, per Mile Zone 1 (Rural)	**ZZURF**	$0.00		
315		Facilities per Minute, per Mile Zone 2 (Suburban)	**ZZURF**	$0.00		
316		Facilities per Minute, per Mile Zone 3 (Urban)	**ZZURF**	$0.00		
317		Facilities per Minute, per Mile Interzone	**ZZURF**	$0.00		
318	**Optional EAS Transport and Terminaton per MOU**		**ZZUR2**	$ 0.021000	None	None
319	**Transiting**	Transit Rate (Zone 1 – Rural), per MOU	**ZZUTN**	$0.001027		
320		Transit Rate (Zone 2 – Suburban), per MOU	**ZZUTN**	$ 0.000981		
321		Transit Rate (Zone 3 –Urban), per MOU	**ZZUTN**	$ 0.000953		
322	**Optional EAS Transit Per MOU**	Zone 3 (Urban)	**ZZUTN**	$ 0.000970	None	None
323		Zone 2 (Suburban)	**ZZUTN**	$ 0.001031	None	None
324		Zone 1 (Rural)	**ZZUTN**	$ 0.001128	None	None
325	Optional EAS Transit Per MOU	Zone 3 (Urban)		$ 0.000970	None	None
326		Zone 2 (Suburban)		$ 0.001031	None	None
327		Zone 1 (Rural)		$ 0.001128	None	None
328	Optional EAS Transprot and Terminiation Per MOU	Zone 3 (Urban)		$ 0.002280	None	None
329		Zone 2 (Suburban)		$ 0.002721	None	None
330		Zone 1 (Rural)		$ 0.003658	None	None
331						
332	RESALE - Uniform Rate Structure					
333	Business					
334	LOCAL EXCHANGE SERVICE					
335		Business 1 Party		21.60%	21.60%	NA
336		Business - Multi-Line		21.60%	21.60%	NA
337		Business Message Rate 1-Party		21.60%	21.60%	NA
338		Customer Operated Pay Telephone Service		21.60%	21.60%	NA
339		Line Amplifier		21.60%	21.60%	NA
340		Public Response Calling Service		21.60%	21.60%	NA
341		Telephone Answering and Secretarial Service		21.60%	21.60%	NA
342		Service Connections, Move and Changes		21.60%	21.60%	NA
343						
344	EXPANDED LOCAL CALLING					
345		Mandatory Extend Local Calling		21.60%	21.60%	NA
346		Basehor Optional Calling Area		21.60%	21.60%	NA
347		MetroPlus		21.60%	21.60%	NA
348						
349	VERTICAL SERVICES					
350		Auto Redial		21.60%	21.60%	NA
351		Call Blocker		21.60%	21.60%	NA
352		Call Forwarding		21.60%	21.60%	NA
353		Call Forwarding - Busy Line		21.60%	21.60%	NA
354		Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	NA
355		Call Forwarding - Don't Answer		21.60%	21.60%	NA
356		Call Return		21.60%	21.60%	NA
357		Call Trace		21.60%	21.60%	NA
358		Call Waiting		21.60%	21.60%	NA
359		Calling Name		21.60%	21.60%	NA
360		Calling Number		21.60%	21.60%	NA
361		Personalized Ring (1 dependent number)		21.60%	21.60%	NA
362		Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	NA
363		Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	NA
364		Priority Call		21.60%	21.60%	NA
365		Remote Access to Call Forwarding		21.60%	21.60%	NA
366		Selective Call Forwarding		21.60%	21.60%	NA
367		Simultaneous Call Forwarding		21.60%	21.60%	NA

	A	B	C	D	E	F
368		Speed Calling		21.60%	21.60%	NA
369		Three Way Calling		21.60%	21.60%	NA
370						
371	DID					
372		DID (First Block of 100 - Category 1)		21.60%	21.60%	NA
373		DID (First Block of 10 - Category 1)		21.60%	21.60%	NA
374		DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%	NA
375		DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%	NA
376		DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%	NA
377		DID (with Multifrequency)		21.60%	21.60%	NA
378		DID (with Dual-Tone Multifrequency)		21.60%	21.60%	NA
379		DID (1st 10 Trunks or access lines)		21.60%	21.60%	NA
380		DID (11th thru 50th trunk or network access line)		21.60%	21.60%	NA
381		DID (51st trunk or network access line)		21.60%	21.60%	NA
382						
383	TRUNKS					
384		Analog Trunks		21.60%	21.60%	NA
385		Hotel/Motel Trunks		21.60%	21.60%	NA
386		Digital Trunks		21.60%	21.60%	NA
387						
388	AIN					
389		Area Wide Networking		21.60%	21.60%	NA
390		Caller Intellidata		21.60%	21.60%	NA
391		Disaster Routing Service		21.60%	21.60%	NA
392		Intelligent Redirectsm		21.60%	21.60%	NA
393		Positive ID		21.60%	21.60%	NA
394						
395	OTHER					
396		Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA
397		Busy Out Arrangements		21.60%	21.60%	NA
398		Conference Telephone Service		21.60%	21.60%	NA
399		Customer Alerting Enablement		21.60%	21.60%	NA
400		Grandfathered Services		21.60%	21.60%	NA
401		Hot Line		21.60%	21.60%	NA
402		Hunting		21.60%	21.60%	NA
403		Improved Data Transmission		21.60%	21.60%	NA
404		Intercept Referral Service		21.60%	21.60%	NA
405		Local Operator Assistance Service		21.60%	21.60%	NA
406		Night Number associated with Telephone Number		21.60%	21.60%	NA
407		Night Number associated with a Terminal		21.60%	21.60%	NA
408		Promotions (Greater than 90 days)		21.60%	21.60%	NA
409		Preferred Number Service		21.60%	21.60%	NA
410		Second Line Control		21.60%	21.60%	NA
411		Selective Call Acceptance		21.60%	21.60%	NA
412		Telebranch®		21.60%	21.60%	NA
413		TouchTone		21.60%	21.60%	NA
414		Voice Dial		21.60%	21.60%	NA
415		Warm Line		21.60%	21.60%	NA
416						
417	Data Services					
418		Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.60%	21.60%	NA
419		PBX Trunks		21.60%	21.60%	NA
420		Mulit-Service Optical Network (MON)		21.60%	21.60%	NA
421		OCn-PTP		21.60%	21.60%	NA

	A	B	C	D	E	F
422		DS3		21.60%	21.60%	NA
423						
424	ISDN					
425		Digilinesm (ISDN BRI)		21.60%	21.60%	NA
426		Select Video Plus®		21.60%	21.60%	NA
427		Smart Trunksm (ISDN PRI)		21.60%	21.60%	NA
428		SuperTrunk		21.60%	21.60%	NA
429						
430	TOLL					
431		IntraLATA MTS		21.60%	21.60%	NA
432		MaxiMizer 800®		21.60%	21.60%	NA
433		OutWATS		21.60%	21.60%	NA
434		800 Service		21.60%	21.60%	NA
435						
436	OPTIONAL TOLL CALLING PLANS					
437		1+ SAVERsm		21.60%	21.60%	NA
438		1+Saver Direct		21.60%	21.60%	NA
439		Optional Community Calling Service		21.60%	21.60%	NA
440						
441	PLEXAR®					
442		Plexar I®		21.60%	21.60%	NA
443		Plexar II®		21.60%	21.60%	NA
444		Plexar Custom®		21.60%	21.60%	NA
445						
446	PRIVATE LINE					
447		Analog Private Lines		21.60%	21.60%	NA
448		Announcement Distribution Services		21.60%	21.60%	NA
449		Foreign Exchange Service		21.60%	21.60%	NA
450		Foreign Serving Office		21.60%	21.60%	NA
451		Frame Relay		21.60%	21.60%	NA
452		Group Alerting Services		21.60%	21.60%	NA
453		MicroLink I®		21.60%	21.60%	NA
454		MicroLink II®		21.60%	21.60%	NA
455		MultiPoint Video		21.60%	21.60%	NA
456		Network Reconfiguration Service		21.60%	21.60%	NA
457		Public Response Calling Service		21.60%	21.60%	NA
458		Service Loop Facility Modification Service		21.60%	21.60%	NA
459						
460	Residence					
461	LOCAL EXCHANGE SERVICE					
462		Life Line and Link Up America Services		21.60%	21.60%	NA
463		Residence 1 Party		21.60%	21.60%	NA
464		Residence Measured		21.60%	21.60%	NA
465		Residence Flat Rate Trunks		21.60%	21.60%	NA
466		Urban Mileage		21.60%	21.60%	NA
467		Service Connections, Move and Changes		21.60%	21.60%	NA
468						
469	EXPANDED LOCAL CALLING					
470		Mandatory Extend Local Calling		21.60%	21.60%	NA
471		Basehor Optional Calling Area		21.60%	21.60%	NA
472		MetroPlus		21.60%	21.60%	NA
473						
474	VERTICAL SERVICES					
475		Auto Redial		21.60%	21.60%	NA
476		Call Blocker		21.60%	21.60%	NA
477		Call Forwarding		21.60%	21.60%	NA
478		Call Forwarding - Busy Line		21.60%	21.60%	NA
479		Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	NA
480		Call Forwarding - Don't Answer		21.60%	21.60%	NA

	A	B	C	D	E	F
481		Call Return		21.60%	21.60%	NA
482		Call Trace		21.60%	21.60%	NA
483		Call Waiting		21.60%	21.60%	NA
484		Calling Name		21.60%	21.60%	NA
485		Calling Number		21.60%	21.60%	NA
486		Personalized Ring (1 dependent number)		21.60%	21.60%	NA
487		Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	NA
488		Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	NA
489		Priority Call		21.60%	21.60%	NA
490		Remote Access to Call Forwarding		21.60%	21.60%	NA
491		Selective Call Forwarding		21.60%	21.60%	NA
492		Simultaneous Call Forwarding		21.60%	21.60%	NA
493		Speed Calling		21.60%	21.60%	NA
494		Three Way Calling		21.60%	21.60%	NA
495						
496	ISDN					
497		Digiline		21.60%	21.60%	NA
498						
499	OTHER					
500		Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA
501		Conference Telephone Service		21.60%	21.60%	NA
502		Customer Alering Enablement		21.60%	21.60%	NA
503		Grandfathered Services		21.60%	21.60%	NA
504		Hot Line		21.60%	21.60%	NA
505		Improved Data Transmission		21.60%	21.60%	NA
506		Intercept Services		21.60%	21.60%	NA
507		Local Operator Assistance Service		21.60%	21.60%	NA
508		Promotions (Greater than 90 days)		21.60%	21.60%	NA
509		Preferred Number Service		21.60%	21.60%	NA
510		Second Line Control		21.60%	21.60%	NA
511		Selective Call Acceptance		21.60%	21.60%	NA
512		TouchTone		21.60%	21.60%	NA
513		Voice Dial		21.60%	21.60%	NA
514		Warm Line		21.60%	21.60%	NA
515	OTHER (Resale)					
516						
517	DIRECTORY ASSISTANCE SERVICES			21.60%	21.60%	NA
518		Nationwide Listing Services (NLS)		21.60%	21.60%	NA
519						
520	TOLL					
521		900 Call Restriction		21.60%	21.60%	NA
522		Home 800sm		21.60%	21.60%	NA
523		IntraLATA MTS		21.60%	21.60%	NA
524						
525	OPTIONAL TOLL CALLING PLANS					
526		1+ SAVERsm		21.60%	21.60%	NA
527		1+Saver Direct		21.60%	21.60%	NA
528		Optional Community Calling Service		21.60%	21.60%	NA
529						
530		900 Call Restriction		21.60%	21.60%	NA
531		Access Services		0.00%	0.00%	NA
532		Additional Directory Listings		21.60%	21.60%	NA
533		Bill Plus		5.00%	5.00%	NA
534		Company Initiated Suspension Service		0.00%	0.00%	NA

	A	B	C	D	E	F
535		Connections with Terminal Equipment and Communications Equipment		0.00%	0.00%	NA
536		Consolidated Billing		5.00%	5.00%	NA
537		Construction Charges		0.00%	0.00%	NA
538		Customer Initiated Suspension Service		0.00%	0.00%	NA
539		Exchange Connection Service		0.00%	0.00%	NA
540		Information Delivery Service		0.00%	0.00%	NA
541		Intellinumber		21.60%	21.60%	NA
542		IntraLATA Internet Access Plan		0.00%	0.00%	NA
543		Maintenance of Service Charges		0.00%	0.00%	NA
544		Prepaid Calling Cards		21.60%	21.60%	NA
545		Shared Tenant Service		0.00%	0.00%	NA
546		Shared Use Service		0.00%	0.00%	NA
547		Telecommunications Service Priority Systems		0.00%	0.00%	NA
548		TeleKansas		0.00%	0.00%	NA
549		Toll Billing Exception (Billed Number Screen)		21.60%	21.60%	NA
550		Toll Restriction		21.60%	21.60%	NA
551		Wireless Carrier Interconnection Services		0.00%	0.00%	NA
552						
553	Electronic Billing Information Data (daily usage) per message			0.003	NA	NA
554						
555	Conversion Charges below based upon Docket 97-SCCC-149-GIT					
556		Simple conversion charge per billable number-manual		NA	12.35	NA
557		Simple conversion charge per billable number-electronic		NA	2.35	NA
558		Complex conversion charge per billable number-manual		NA	12.35	NA
559		Complex conversion charge per billable number-electronic			2.35	NA
560						
561	OS/DA					
562	Branding - Resellers					
563		- Initial Load	**NRBDG**	NA	$ 1,800.00	NA
564		- Subsequent Load	**NRBDG**	NA	$ 1,800.00	NA
565		- Per Call	**ZZUCB**	$ 0.0250	NA	NA
566	External Rater - Resellers					
567		- Initial Load	**NRBDL**	NA	$ 2,200.00	NA
568		- Subsequent Load	**NRBDM**	NA	$ 1,000.00	NA
569						
570	RESALE - Tiered Rate Structure					
571	Business					
572	LOCAL EXCHANGE SERVICE					
573		Business 1 Party		19.50%	19.50%	NA
574		Business - Multi-Line		19.50%	19.50%	NA
575		Business Message Rate 1-Party		19.50%	19.50%	NA
576		Customer Operated Pay Telephone Service		19.50%	19.50%	NA
577		Line Amplifier		19.50%	19.50%	NA
578		Public Response Calling Service		19.50%	19.50%	NA
579		Telephone Answering and Secretarial Service		19.50%	19.50%	NA
580		Service Connections, Move and Changes		19.50%	19.50%	NA
581						
582	EXPANDED LOCAL CALLING					
583		Mandatory Extend Local Calling		19.50%	19.50%	NA
584		Basehor Optional Calling Area		19.50%	19.50%	NA
585		MetroPlus		19.50%	19.50%	NA
586						
587	VERTICAL SERVICES					

	A	B	C	D	E	F
588		Auto Redial		30.50%	30.50%	NA
589		Call Blocker		30.50%	30.50%	NA
590		Call Forwarding		30.50%	30.50%	NA
591		Call Forwarding - Busy Line		30.50%	30.50%	NA
592		Call Forwarding - Busy Line/Don't Answer		30.50%	30.50%	NA
593		Call Forwarding - Don't Answer		30.50%	30.50%	NA
594		Call Return		30.50%	30.50%	NA
595		Call Trace		30.50%	30.50%	NA
596		Call Waiting		30.50%	30.50%	NA
597		Calling Name		30.50%	30.50%	NA
598		Calling Number		30.50%	30.50%	NA
599		Personalized Ring (1 dependent number)		30.50%	30.50%	NA
600		Personalized Ring (2 dependent numbers - 1st number)		30.50%	30.50%	NA
601		Personalized Ring (2 dependent numbers - 2nd number)		30.50%	30.50%	NA
602		Priority Call		30.50%	30.50%	NA
603		Remote Access to Call Forwarding		30.50%	30.50%	NA
604		Selective Call Forwarding		30.50%	30.50%	NA
605		Simultaneous Call Forwarding		30.50%	30.50%	NA
606		Speed Calling		30.50%	30.50%	NA
607		Three Way Calling		30.50%	30.50%	NA
608						
609	DID					
610		DID (First Block of 100 - Category 1)		19.50%	19.50%	NA
611		DID (First Block of 10 - Category 1)		19.50%	19.50%	NA
612		DID (Ea. adl. block of 10 after first 10 - Category 1)		19.50%	19.50%	NA
613		DID (Ea. adl. block of 100 after first 100 - Category 2)		19.50%	19.50%	NA
614		DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.50%	19.50%	NA
615		DID (with Multifrequency)		19.50%	19.50%	NA
616		DID (with Dual-Tone Multifrequency)		19.50%	19.50%	NA
617		DID (1st 10 Trunks or access lines)		19.50%	19.50%	NA
618		DID (11th thru 50th trunk or network access line)		19.50%	19.50%	NA
619		DID (51st trunk or network access line)		19.50%	19.50%	NA
620						
621	TRUNKS					
622		Analog Trunks		19.50%	19.50%	NA
623		Hotel/Motel Trunks		19.50%	19.50%	NA
624		Digital Trunks		19.50%	19.50%	NA
625						
626	AIN					
627		Area Wide Networking		19.50%	19.50%	NA
628		Caller Intellidata		19.50%	19.50%	NA
629		Disaster Routing Service		19.50%	19.50%	NA
630		Intelligent Redirectsm		19.50%	19.50%	NA
631		Positive ID		19.50%	19.50%	NA
632						
633	OTHER					
634		Bundled Telecommunications Services (e.g., the Works)		19.5%, 30.5%,17.0%	19.5%, 30.5%,17.0%	NA
635		Busy Out Arrangements		19.50%	19.50%	NA
636		Conference Telephone Service		19.50%	19.50%	NA
637		Customer Alerting Enablement		19.50%	19.50%	NA
638		Grandfathered Services		19.50%	19.50%	NA
639		Hot Line		19.50%	19.50%	NA
640		Hunting		19.50%	19.50%	NA
641		Improved Data Transmission		19.50%	19.50%	NA

	A	B	C	D	E	F
642		Intercept Referral Service		19.50%	19.50%	NA
643		Local Operator Assistance Service		19.50%	19.50%	NA
644		Night Number associated with Telephone Number		19.50%	19.50%	NA
645		Night Number associated with a Terminal		19.50%	19.50%	NA
646		Promotions (Greater than 90 days)		19.50%	19.50%	NA
647		Preferred Number Service		19.50%	19.50%	NA
648		Second Line Control		19.50%	19.50%	NA
649		Selective Call Acceptance		19.50%	19.50%	NA
650		Telebranch®		19.50%	19.50%	NA
651		TouchTone		19.50%	19.50%	NA
652		Voice Dial		19.50%	19.50%	NA
653		Warm Line		19.50%	19.50%	NA
654						
655	ISDN					
656		Digiline		19.50%	19.50%	NA
657		Select Video Plus®		19.50%	19.50%	NA
658		Smart Trunksm		19.50%	19.50%	NA
659						
660	TOLL					
661		IntraLATA MTS		17.00%	17.00%	NA
662		MaxiMizer 800®		17.00%	17.00%	NA
663		OutWATS		17.00%	17.00%	NA
664		800 Service		17.00%	17.00%	NA
665						
666	OPTIONAL TOLL CALLING PLANS					
667		1+ SAVERsm		17.00%	17.00%	NA
668		1+Saver Direct		17.00%	17.00%	NA
669		Optional Community Calling Service		17.00%	17.00%	NA
670						
671	PLEXAR®					
672		Plexar I®		19.50%	19.50%	NA
673		Plexar II®		19.50%	19.50%	NA
674		Plexar Custom®		19.50%	19.50%	NA
675						
676	PRIVATE LINE					
677		Analog Private Lines		19.50%	19.50%	NA
678		Announcement Distribution Services		19.50%	19.50%	NA
679		Foreign Exchange Service		19.50%	19.50%	NA
680		Foreign Serving Office		19.50%	19.50%	NA
681		Frame Relay		19.50%	19.50%	NA
682		Group Alerting Services		19.50%	19.50%	NA
683		MicroLink I®		19.50%	19.50%	NA
684		MicroLink II®		19.50%	19.50%	NA
685		MultiPoint Video		19.50%	19.50%	NA
686		Network Reconfiguration Service		19.50%	19.50%	NA
687		Public Response Calling Service		19.50%	19.50%	NA
688		Service Loop Facility Modification Service		19.50%	19.50%	NA
689						
690	Residence					
691	LOCAL EXCHANGE SERVICE					
692		Life Line and Link Up America Services		19.50%	19.50%	NA
693		Residence 1 Party		19.50%	19.50%	NA
694		Residence Measured		19.50%	19.50%	NA
695		Residence Flat Rate Trunks		19.50%	19.50%	NA
696		Urban Mileage		19.50%	19.50%	NA
697		Service Connections, Move and Changes		19.50%	19.50%	NA
698						
699	EXPANDED LOCAL CALLING					

	A	B	C	D	E	F
700		Mandatory Extend Local Calling		19.50%	19.50%	NA
701		Basehor Optional Calling Area		19.50%	19.50%	NA
702		MetroPlus		19.50%	19.50%	NA
703						
704	VERTICAL SERVICES					
705		Auto Redial		30.50%	30.50%	NA
706		Call Blocker		30.50%	30.50%	NA
707		Call Forwarding		30.50%	30.50%	NA
708		Call Forwarding - Busy Line		30.50%	30.50%	NA
709		Call Forwarding - Busy Line/Don't Answer		30.50%	30.50%	NA
710		Call Forwarding - Don't Answer		30.50%	30.50%	NA
711		Call Return		30.50%	30.50%	NA
712		Call Trace		30.50%	30.50%	NA
713		Call Waiting		30.50%	30.50%	NA
714		Calling Name		30.50%	30.50%	NA
715		Calling Number		30.50%	30.50%	NA
716		Personalized Ring (1 dependent number)		30.50%	30.50%	NA
717		Personalized Ring (2 dependent numbers - 1st number)		30.50%	30.50%	NA
718		Personalized Ring (2 dependent numbers - 2nd number)		30.50%	30.50%	NA
719		Priority Call		30.50%	30.50%	NA
720		Remote Access to Call Forwarding		30.50%	30.50%	NA
721		Selective Call Forwarding		30.50%	30.50%	NA
722		Simultaneous Call Forwarding		30.50%	30.50%	NA
723		Speed Calling		30.50%	30.50%	NA
724		Three Way Calling		30.50%	30.50%	NA
725						
726	ISDN					
727		Digiline		19.50%	19.50%	NA
728						
729	OTHER					
730		Bundled Telecommunications Services (e.g., the Works)		19.5%, 30.5%,17.0%	19.5%, 30.5%,17.0%	NA
731		Conference Telephone Service		19.50%	19.50%	NA
732		Customer Alering Enablement		19.50%	19.50%	NA
733		Grandfathered Services		19.50%	19.50%	NA
734		Hot Line		19.50%	19.50%	NA
735		Improved Data Transmission		19.50%	19.50%	NA
736		Intercept Services		19.50%	19.50%	NA
737		Local Operator Assistance Service		19.50%	19.50%	NA
738		Promotions (Greater than 90 days)		19.50%	19.50%	NA
739		Preferred Number Service		19.50%	19.50%	NA
740		Second Line Control		19.50%	19.50%	NA
741		Selective Call Acceptance		19.50%	19.50%	NA
742		TouchTone		19.50%	19.50%	NA
743		Voice Dial		19.50%	19.50%	NA
744		Warm Line		19.50%	19.50%	NA
745	OTHER (Resale)					
746	DIRECTORY ASSISTANCE SERVICES			19.50%	19.50%	NA
747		Nationwide Listing Services (NLS)		19.50%	19.50%	NA
748						
749	TOLL					
750		900 Call Restriction		17.00%	17.00%	NA
751		Home 800sm		17.00%	17.00%	NA
752		IntraLATA MTS		17.00%	17.00%	NA
753						
754	OPTIONAL TOLL CALLING PLANS					

	A	B	C	D	E	F
755		1+ SAVERsm		17.00%	17.00%	NA
756		1+Saver Direct		17.00%	17.00%	NA
757		Optional Community Calling Service		17.00%	17.00%	NA
758						
759		900 Call Restriction		19.50%	19.50%	NA
760		Access Services		0.00%	0.00%	NA
761		Additional Directory Listings		19.50%	19.50%	NA
762		Bill Plus		5.00%	5.00%	NA
763		Company Initiated Suspension Service		0.00%	0.00%	NA
764		Connections with Terminal Equipment and Communications Equipment		0.00%	0.00%	NA
765		Consolidated Billing		5.00%	5.00%	NA
766		Construction Charges		0.00%	0.00%	NA
767		Customer Initiated Suspension Service		0.00%	0.00%	NA
768		Exchange Connection Service		0.00%	0.00%	NA
769		Information Delivery Service		0.00%	0.00%	NA
770		Intellinumber		19.50%	19.50%	NA
771		IntraLATA Internet Access Plan		0.00%	0.00%	NA
772		Maintenance of Service Charges		0.00%	0.00%	NA
773		Prepaid Calling Cards		17.00%	17.00%	NA
774		Shared Tenant Service		0.00%	0.00%	NA
775		Shared Use Service		0.00%	0.00%	NA
776		Telecommunications Service Priority Systems		0.00%	0.00%	NA
777		TeleKansas		0.00%	0.00%	NA
778		Toll Billing Exception (Billed Number Screen)		19.50%	19.50%	NA
779		Toll Restriction		19.50%	19.50%	NA
780		Wireless Carrier Interconnection Services		0.00%	0.00%	NA
781						
782	Electronic Billing Information Data (daily usage) per message			$ 0.003	NA	NA
783						
784	Conversion Charges below based upon Docket 97-SCCC-149-GIT					
785		Simple conversion charge per billable number-manual		NA	$ 12.35	NA
786		Simple conversion charge per billable number-electronic		NA	$ 2.35	NA
787		Complex conversion charge per billable number-manual		NA	$ 12.35	NA
788		Complex conversion charge per billable number-electronic			$ 2.35	NA
789						
790	OS/DA					
791	Branding - Resellers					
792		- Initial Load	**NRBDG**	NA	$ 1,800.00	NA
793		- Subsequent Load	**NRBDG**	NA	$ 1,800.00	NA
794		- Per Call	**ZZUCB**	$ 0.0250	NA	NA
795	External Rater - Resellers					
796		- Initial Load	**NRBDL**	NA	$ 2,200.00	NA
797		- Subsequent Load	**NRBDM**	NA	$ 1,000.00	NA

APPENDIX WP
EXHIBIT 1
SBC KANSAS

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			$1,905.11	
Lawrence			$1,905.11	
Topeka			$1,905.11	
Wichita			$1,905.11	
Abilene			$115.58	
Arkansas City			$115.58	
Atchison			$115.58	
Dodge City			$115.58	
Butler/Greenwood			$115.58	
Emporia			$115.58	
Fort Scott			$115.58	
Garden City			$115.58	
Great Bend			$115.58	
Hays			$115.58	
Hutchinson			$115.58	
Leavenworth			$115.58	
Liberal			$115.58	
Manhattan			$115.58	
McPherson			$115.58	
Newton			$115.58	
Ottawa			$115.58	
Salina			$115.58	
Wellington			$115.58	
Beloit			$90.80	
Cheney			$90.80	
Clay Center			$90.80	
Colby			$90.80	
Concordia			$90.80	
Ellsworth			$90.80	
Herington			$90.80	
Marysville			$90.80	
Norton			$90.80	
South Central KS			$90.80	
Southeast KS			$90.80	
			$90.80	

APPENDIX
PERFORMANCE MEASUREMENTS

(SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS, SBC KANSAS, SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS
- COMMISSION ORDERED)

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

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

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

1.3 As used herein, the term "Service Bureau Provider" means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.

1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SBC SOUTHWEST REGION 5-STATE is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.

1.6 SBC SOUTHWEST REGION 5-STATE's agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC SOUTHWEST REGION 5-STATE and CLEC agree that CLEC may not use the existence of this Plan as evidence that SBC SOUTHWEST REGION 5-STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC SOUTHWEST REGION 5-STATE's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that SBC SOUTHWEST REGION 5-STATE's performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
				NPA Code(s):
E9-1-1 Manager			CLLI Code	
	CLEC Telco ID			
			"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	
	Rate Center(s):			# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	
				SS7 Point Code

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: / CLLI Code:		RATE CENTER(s) FOR MSAG PULL (1)	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)	
		Rate Center(s):			
E9-1-1 Features Required:	ANI/ALI/SR				
# of 9-1-1 Trunks for LSP:					
MSAG Update Interval:	Monthly				
ALI Database Provider:					
ACCOUNT MANAGER:					
LOG NUMBER					

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice
fax
email

STATUS of EXHIBIT:

Date Prepared

APPENDIX PRICING
(MISSOURI)

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APPENDIX PRICING
(MISSOURI)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

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

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

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and SBC MISSOURI will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC MISSOURI will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC MISSOURI will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC MISSOURI and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

Rate Zone:	Description:
Zone 1	The geographic area within each of the SBC MISSOURI exchanges which are classified as Rate group D exchanges in SBC MISSOURI's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the SBC MISSOURI exchanges which are classified as Rate group B exchanges in SBC MISSOURI's Local Exchange Tariff
Zone 3	The geographic area within each of the SBC MISSOURI exchanges which are classified as Rate group A exchanges in SBC MISSOURI's Local Exchange Tariff
Zone 4	The geographic area within each of the SBC MISSOURI exchanges which are classified as Rate group C exchanges in SBC MISSOURI's Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.

1.9 SBC MISSOURI's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC MISSOURI may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC MISSOURI provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC MISSOURI's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC MISSOURI's current generic contract rate for the Product or Service set forth in SBC MISSOURI's applicable state-specific generic pricing schedule as published on SBC MISSOURI's CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC MISSOURI may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

1.9.3 SBC MISSOURI's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC MISSOURI's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC MISSOURI for that Product or Service and incorporated into SBC MISSOURI's current state-specific generic pricing schedule as published on SBC MISSOURI's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC MISSOURI provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC MISSOURI shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC MISSOURI shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

1.10.2 SBC MISSOURI's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC MISSOURI's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 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 service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.

2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher 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 SBC MISSOURI will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC MISSOURI will round up to the next whole mile before determining the mileage and applying rates.

2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.

3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on a CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC MISSOURI network, without any changes to SBC MISSOURI's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.

3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC MISSOURI to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.

3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		**NETWORK ELEMENTS**							
2		Local Loops	**	Disconnect Loop from inside wiring, per NID	NRBND	None	$ 71.45	$ 35.70	
3			**	2-Wire Analog Zone 1 (Urban STL, KC)	U21	$ 12.71	$ 26.07	$ 11.09	
4			**	2-Wire Analog Zone 2 (Suburban)	U21	$ 20.71	$ 26.07	$ 11.09	
5			**	2-Wire Analog Zone 3 (Rural)	U21	$ 33.29	$ 26.07	$ 11.09	
6			**	2-Wire Analog Zone 4 (Urban Springfield)	U21	$ 18.23	$ 26.07	$ 11.09	
7			**	2-Wire Analog Zone 1 (Urban STL, KC) - UNE-P	RB9	$ 12.71	NA	NA	
8			**	2-Wire Analog Zone 2 (Suburban) - UNE-P	RB9	$ 20.71	NA	NA	
9			**	2-Wire Analog Zone 3 (Rural) - UNE-P	RB9	$ 33.29	NA	NA	
10			**	2-Wire Analog Zone 4 (Urban Springfield) - UNE-P	RB9	$ 18.23	NA	NA	
11			**	Conditioning for dB loss from 8db to 5db	UL2	$ 6.63	$ 22.76	$ 8.58	
12			**	4-Wire Analog Zone 1 (Urban STL, KC)	U4H	$ 19.79	$ 28.77	$ 11.09	
13			**	4-Wire Analog Zone 2 (Suburban)	U4H	$ 35.35	$ 28.77	$ 11.09	
14			**	4-Wire Analog Zone 3 (Rural)	U4H	$ 61.16	$ 28.77	$ 11.09	
15			**	4-Wire Analog Zone 4 (Urban Springfield)	U4H	$ 30.08	$ 28.77	$ 11.09	
16			**	2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	$ 25.79	$ 57.77	$ 30.22	
17			**	2-Wire Digital Zone 2 (Suburban)	U2Q	$ 42.10	$ 57.77	$ 30.22	
18			**	2-Wire Digital Zone 3 (Rural)	U2Q	$ 58.44	$ 57.77	$ 30.22	
19			**	2-Wire Digital Zone 4 (Urban Springfield)	U2Q	$ 41.44	$ 57.77	$ 30.22	
20			**	2-Wire Digital Zone 1 (Urban STL, KC) - UNE-P	RB8	$ 25.79	NA	NA	
21			**	2-Wire Digital Zone 2 (Suburban) - UNE-P	RB8	$ 42.10	NA	NA	
22			**	2-Wire Digital Zone 3 (Rural) - UNE-P	RB8	$ 58.44	NA	NA	
23			**	2-Wire Digital Zone 4 (Urban Springfield) - UNE-P	RB8	$ 41.44	NA	NA	
24			**	4-Wire Digital Zone 1 (Urban STL, KC)	U4D1X	$ 101.18	$ 136.63	$ 53.94	
25			**	4-Wire Digital Zone 2 (Suburban)	U4D1X	$ 106.06	$ 136.63	$ 53.94	
26			**	4-Wire Digital Zone 3 (Rural)	U4D1X	$ 107.89	$ 136.63	$ 53.94	
27			**	4-Wire Digital Zone 4 (Urban Springfield)	U4D1X	$ 101.39	$ 136.63	$ 53.94	
				4-Wire Digital Zone 1 (Urban STL, KC) - UNE-P	RB6	$ 101.18	NA	NA	
				4-Wire Digital Zone 2 (Suburban) - UNE-P	RB6	$ 106.06	NA	NA	
				4-Wire Digital Zone 3 (Rural) - UNE-P	RB6	$ 107.89	NA	NA	
				4-Wire Digital Zone 4 (Urban Springfield) - UNE-P	RB6	$ 101.39	NA	NA	
28				DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	$ 819.86	$ 845.75	$ 375.03	
29				DS3 Loop Zone 2 (Suburban)	U4D3X	$ 1,122.13	$ 845.75	$ 375.03	
30				DS3 Loop Zone 3 (Rural)	U4D3X	$ 1,176.81	$ 845.75	$ 375.03	
31				DS3 Loop Zone 4 (Urban Springfield)	U4D3X	$ 1,127.98	$ 845.75	$ 375.03	
32		UNE-P Loop Non Recurring Rate		2W Analog - UNE-P - NRC - all zones	NRFR1	NA	$ 26.07	$ 11.09	
33				2W Digital - UNE-P - NRC - all zones	NRFR3	NA	$ 57.77	$ 30.22	
34				4W Digital - UNE-P - NRC - all zones	**NRFR4**	NA	$ 136.63	$ 53.94	
35									
36		DSL Capable Loops							
37		2-Wire xDSL Loop		*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	$ 12.71	$ 26.07	$ 11.09	
38				*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	$ 20.71	$ 26.07	$ 11.09	
39				*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	$ 33.29	$ 26.07	$ 11.09	
40				*PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	$ 18.23	$ 26.07	$ 11.09	
41				*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	$ 12.71	$ 26.07	$ 11.09	
42				*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	$ 20.71	$ 26.07	$ 11.09	
43				*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	$ 33.29	$ 26.07	$ 11.09	
44				*PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	$ 18.23	$ 26.07	$ 11.09	
45				*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	$ 12.71	$ 26.07	$ 11.09	
46				*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	$ 20.71	$ 26.07	$ 11.09	
47				*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	$ 33.29	$ 26.07	$ 11.09	
48				*PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	$ 18.23	$ 26.07	$ 11.09	
49				*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	$ 12.71	$ 26.07	$ 11.09	
50				*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	$ 20.71	$ 26.07	$ 11.09	
51				*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	$ 33.29	$ 26.07	$ 11.09	
52				*PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	$ 18.23	$ 26.07	$ 11.09	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
53				*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	$ 12.71	$ 26.07	$ 11.09	
54				*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	$ 20.71	$ 26.07	$ 11.09	
55				*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	$ 33.29	$ 26.07	$ 11.09	
56				*PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	$ 18.23	$ 26.07	$ 11.09	
57				*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	$ 12.71	$ 26.07	$ 11.09	
58				*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	$ 20.71	$ 26.07	$ 11.09	
59				*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	$ 33.29	$ 26.07	$ 11.09	
60				*PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	$ 18.23	$ 26.07	$ 11.09	
61		4-Wire xDSL Loop		*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Urban STL, KS)	4SL1X	$ 19.79	$ 28.77	$ 11.09	
62				*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	$ 35.35	$ 28.77	$ 11.09	
63				*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Rural)	4SL1X	$ 61.16	$ 28.77	$ 11.09	
64				*PSD #3 - 4-Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	$ 30.08	$ 28.77	$ 11.09	
65				*** USOCS used for inventory purpose only**					
66		**IDSL Capable Loops**		IDSL Loop Zone 1 (Rural)	UY5FX	$ 25.79	$ 55.77	$ 30.22	
67				IDSL Loop Zone 2 (Suburban)	UY5FX	$ 42.10	$ 55.77	$ 30.22	
68				IDSL Loop Zone 3 (Urban)	UY5FX	$ 58.44	$ 55.77	$ 30.22	
69				IDSL Loop Zone 4 (Urban SpringField)	UY5FX	$ 41.44	$ 55.77	$ 30.22	
70		Loop Qualification Process		Loop Qualification Process - Mechanized	NR98U	N/A	$ 0.10	N/A	
71				Loop Qualification Process - Manual	NRBXU	N/A	$ 84.15	N/A	
72				Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
73		DSL Conditioning Options		Removal of Repeaters	NRBXV	None	$ 289.51	$ 13.74	
74				Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	$ 358.31	$ 17.14	
75				Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	$ 141.23	$ 17.14	
76				Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	$ 727.20	$ 48.09	
77				Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	$ 626.25	$ 32.62	
78				Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	$ 240.09	$ 32.62	
79				Removal of Excessive Bridged Taps	NRBXW	None	$ 484.19	$ 24.24	
80				Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	$ 299.64	$ 15.47	
81				Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	$ 98.86	$ 15.47	
82				Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	$ 727.20	$ 53.96	
83				Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	$ 609.70	$ 23.11	
84				Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	$ 238.13	$ 23.11	
85				Removal of Load Coils	NRBXZ	None	$ 727.20	$ 18.18	
86				Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	$ 329.12	$ 7.30	
87				Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	$ 139.27	$ 7.30	
88		Removal of All Bridged Tap (RABT) - MMP							
89				Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	NONE	$ 338.64	NONE	
90				Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	NONE	$ 876.63	NONE	
91				Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	NONE	$ 338.64	$ 338.64	
92				Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	NONE	$ 338.64	$ 338.64	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
93		DSL Cross Connects		DSL Shielded Loop to Collocation	UXRRX	$ 0.80	$ 19.96	$ 12.69	
94				2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	$ 0.31	$ 19.96	$ 12.69	
95				4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	$ 0.31	$ 19.96	$ 12.69	
96		LST		LST performed on CODSLAM Loop	URCLD	none	$ 234.50	none	
97				LST performed on Sub Loop	URCLB	none	$ 227.49	none	
98		Loop Cross Connects		2-Wire Analog Loop to Collocation	UCXC2	$ 2.10	$ 136.40	$ 112.75	
99				2-Wire Analog Loop to Collocation (without testing)	UCXD2	$ 0.31	$ 19.96	$ 12.69	
100				4-Wire Analog Loop to Collocation	UCXC4	$ 4.20	$ 142.25	$ 118.60	
101				4-Wire Analog Loop to Collocation (without testing)	UCXD4	$ 0.63	$ 25.38	$ 17.73	
102				2-Wire Digital Loop to Collocation	(UCXC2) under development	$ 2.10	$ 136.40	$ 112.75	
103				2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	$ 0.31	$ 19.96	$ 12.69	
104				4-Wire Digital Loop to Collocation	UDLY4	$ 11.30	$ 229.05	$ 225.05	
105				DS3 C.O. Cross Connect to Collocation	UCXBX	$ 29.11	$ 153.36	$ 109.14	
106		Sub-loop Unbundling		ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAP	$ 1.82	None	None	
107				ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	$ 1.28	None	None	
108				ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAP	$ 1.94	None	None	
109				ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAP	$ 1.46	None	None	
110				ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL,	U6LAQ	$ 6.02	None	None	
111				ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	$ 10.66	None	None	
112				ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAQ	$ 14.55	None	None	
113				ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	$ 9.10	None	None	
114				ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAR	$ 13.95	None	None	
115				ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	$ 18.16	None	None	
116				ECS to NID Subloop Charge 2-Wire-Analog Zone 3 (Rural)	U6LAR	$ 21.93	None	None	
117				ECS to NID Subloop Charge 2-Wire-Analog Zone 4 (Urban Springfied)	U6LAR	$ 16.61	None	None	
118				SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL,	U6LAS	$ 4.73	None	None	
119				SAI to Terminal Subloop Charge 2-WireAnalog Zone 2 (Suburban)	U6LAS	$ 9.86	None	None	
120				SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAS	$ 13.19	None	None	
121				SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	$ 8.14	None	None	
122				SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAT	$ 12.66	None	None	
123				SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	$ 17.36	None	None	
124				SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAT	$ 20.57	None	None	
125				SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAT	$ 15.66	None	None	
126				Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL,	U6LAU	$ 8.07	None	None	
127				Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	$ 7.64	None	None	
128				Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAU	$ 7.51	None	None	
129				Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	$ 7.65	None	None	
130				ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEP	$ 3.64	None	None	
131				ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	$ 2.56	None	None	
132				ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEP	$ 3.87	None	None	
133				ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEP	$ 2.92	None	None	
134				ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL,	U6LEQ	$ 12.04	None	None	
135				ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	$ 21.32	None	None	
136				ECS to Terminal Subloop Charge 4-WireAnalog Zone 3 (Rural)	U6LEQ	$ 29.10	None	None	
137				ECS to Terminal Subloop Charge 4-WireAnalog Zone 4 (Urban Springfield)	U6LEQ	$ 18.20	None	None	
138				ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	$ 24.88	None	None	
139				ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	$ 34.17	None	None	
140				ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	$ 41.95	None	None	
141				ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	$ 31.04	None	None	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
142				SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL,	U6LES	$ 9.46	None	None	
143				SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	$ 19.72	None	None	
144				SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	$ 26.39	None	None	
145				SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	$ 16.29	None	None	
146				SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	$ 22.30	None	None	
147				SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	$ 32.57	None	None	
148				SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	$ 39.24	None	None	
149				SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	$ 29.14	None	None	
150				Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL,	U6LEU	$ 13.13	None	None	
151				Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	$ 13.13	None	None	
152				Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	$ 13.13	None	None	
153				Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	$ 13.13	None	None	
154				ECS to SAI Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	$ 1.78	None	None	
155				ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	$ 1.28	None	None	
156				ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	$ 1.89	None	None	
157				ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	$ 1.43	None	None	
158				ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	$ 5.97	None	None	
159				ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	$ 10.66	None	None	
160				ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	$ 14.51	None	None	
161				ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban	U6LCQ	$ 9.07	None	None	
162				ECS to NID Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	$ 13.91	None	None	
163				ECS to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	U6LCR	$ 18.16	None	None	
164				ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	$ 21.88	None	None	
165				ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	$ 16.58	None	None	
166				SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	$ 4.68	None	None	
167				SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	$ 9.86	None	None	
168				SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCS	$ 13.15	None	None	
169				SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban	U6LCS	$ 8.12	None	None	
170				SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	$ 12.62	None	None	
171				SAI to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	U6LCT	$ 17.35	None	None	
172				SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCT	$ 20.53	None	None	
173				SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCT	$ 15.63	None	None	
174				Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	$ 8.07	None	None	
175				Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	$ 7.64	None	None	
176				Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCU	$ 7.51	None	None	
177				Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban	U6LCU	$ 7.65	None	None	
178				ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	$ 3.55	None	None	
179				ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	$ 2.56	None	None	
180				ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	$ 3.79	None	None	
181				ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGP	$ 2.87	None	None	
182				ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	$ 11.95	None	None	
183				ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	$ 21.31	None	None	
184				ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	$ 29.02	None	None	
185				ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban	U6LGQ	$ 18.14	None	None	
186				ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	$ 24.79	None	None	
187				ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	$ 34.16	None	None	
188				ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	$ 41.87	None	None	
189				ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGR	$ 30.99	None	None	
190				SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	$ 9.37	None	None	
191				SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	$ 19.71	None	None	
192				SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	$ 26.31	None	None	
193				SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban	U6LGS	$ 16.24	None	None	
194				SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	$ 22.21	None	None	
195				SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	$ 32.56	None	None	
196				SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	$ 39.15	None	None	
197				SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGT	$ 29.09	None	None	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
198				Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	$ 13.13	None	None	
199				Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	$ 13.13	None	None	
200				Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGU	$ 13.13	None	None	
201				Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban	U6LGU	$ 13.13	None	None	
202		Subloop Cross		Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	$ 425.24	$ 161.25	
203				Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	$ 426.72	$ 162.73	
204				Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	$ 425.24	$ 161.25	
205				Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	$ 426.72	$ 162.73	
206		Cross Connects to Point of Access (POA)		2-wire Analog Loop to POA - Method 1	UXRA1	$ 1.15	$ 88.25	$ 72.50	
207				2-wire Analog Loop to POA - Method 2	UXRA2	$ 1.20	$ 88.25	$ 72.50	
208				2-wire Analog Loop to POA - Method 3	UXRA3	$ 1.20	$ 88.25	$ 72.50	
209				4-wire Analog Loop to POA - Method 1	UXRB1	$ 1.55	$ 102.60	$ 88.00	
210				4-wire Analog Loop to POA - Method 2	UXRB2	$ 1.60	$ 102.60	$ 88.00	
211				4-wire Analog Loop to POA - Method 3	UXRB3	$ 1.60	$ 102.60	$ 88.00	
212				2-wire Digital Loop to POA - Method 1	UXRC1	$ 1.15	$ 88.25	$ 72.50	
213				2-wire Digital Loop to POA - Method 2	UXRC2	$ 1.20	$ 88.25	$ 72.50	
214				2-wire Digital Loop to POA - Method 3	UXRC3	$ 1.20	$ 88.25	$ 72.50	
215				4-wire Digital Loop to POA - Method 1	UXRD1	$ 1.55	$ 147.90	$ 101.15	
216				4-wire Digital Loop to POA - Method 2	UXRD2	$ 1.60	$ 147.90	$ 101.15	
217				4-wire Digital Loop to POA - Method 3	UXRD3	$ 1.60	$ 147.90	$ 101.15	
218				Dedicated Transport to POA: DS1 - Method 1	UXRQ1	$ 12.30	N/A	N/A	
219				Dedicated Transport to POA: DS1 - Method 2	UXRQ2	$ 12.35	N/A	N/A	
220				Dedicated Transport to POA: DS1 - Method 3	UXRQ3	$ 12.35	N/A	N/A	
221				Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB	
222				Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB	
223				Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB	
224		Dedicated Transport (DT)		DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNHS	$ 111.45	$ 455.35	$ 291.05	
225				DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	$ 151.55	$ 455.35	$ 291.05	
226				DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNHS	$ 279.30	$ 455.35	$ 291.05	
227				DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNHS	$ 111.45	$ 455.35	$ 291.05	
228				DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	$ 200.10	$ 455.35	$ 291.05	
229				DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNHS	$ 3.10	None	None	
230				(Suburban)	ULNHS	$ 8.75	None	None	
231				DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNHS	$ 14.55	None	None	
232				DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNHS	$ 3.10	None	None	
233				DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	$ 4.80	None	None	
234				DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNJS	$ 1,389.45	$ 490.35	$ 332.75	
235				DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	$ 2,783.40	$ 490.35	$ 332.75	
236				DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNJS	$ 3,384.95	$ 490.35	$ 332.75	
237				DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNJS	$ 1,389.45	$ 490.35	$ 332.75	
238				DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	$ 3,288.30	$ 490.35	$ 332.75	
239				DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNJS	$ 81.80	None	None	
240				DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	$ 304.75	None	None	
241				DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNJS	$ 312.90	None	None	
242				DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNJS	$ 81.80	None	None	
243				DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	$ 124.45	None	None	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
244		Dedicated Transport Cross Connect		DS1 to Collocation	UCXHX	$ 11.30	$ 229.05	$ 225.05	
245				DS3 to Collocation	UCXJX	$ 39.55	$ 156.25	$ 109.50	
246		Multiplexing		DS1 to VG	UM4BX	$ 199.60	$ 29.85	$ 17.90	
247				DS3 to DS1	UM4AX	$ 712.05	$ 980.20	$ 924.15	
248		Dark Fiber		Dark Fiber -Interoffice per strand	ULYCX	$ 53.80	$ 1,653.68	$ 1,653.68	
249				Dark Fiber - Interoffice per foot Zone 1(Urban STL, KS)	ULNCF	$ 0.001250	None	None	
250				Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	$ 0.004020	None	None	
251				Dark Fiber - Interoffice per foot Zone 3 (Rural)	ULNCF	$ 0.007790	None	None	
252				Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	ULNCF	$ 0.001280	None	None	
253				Dark Fiber Cross Connect - Interoffice	UKCJX	$ 6.87	$ 81.04	$ 81.04	
254				Dark Fiber - Interoffice Inquiry	NR9D6	None	$ 580.11	$ 580.11	
255		Routine Modifications		Routine Modifications of Existing Facilities	N3RUE	NA	ICB	NA	
256		800 Database		Toll Free Database Query	Not Applicable	$ 0.000445	None	None	
257				Call Handling and Destination	Not Applicable	$ 0.000054	None	None	
258		Service Order Charges		Manual New - Simple	NRBUQ	None	$ 69.70	None	
259				Manual Change - Simple	NRBUO	None	$ 67.25	None	
260				Manual Record - Simple	NRBUU	None	$ 41.60	None	
261				Manual Disconnect - Simple	NRBUW	None	$ 34.90	None	
262				Manual Suspend - Simple	NRBJZ	None	$ 41.60	None	
263				Manual Restore - Simple	NRBJ9	None	$ 41.60	None	
264				Manual Expedited - Simple	NRMV1	None	$ 69.70	None	
265				Manual Customer Not Ready - Simple	NRMV5	None	$ 69.70	None	
266				Manual Due Date Change or Cancellation - Simple	NRMV3	None	$ 69.70	None	
267				Manual New - Complex	NRBUR	None	$ 285.20	None	
268				Manual Change - Complex	NRBUP	None	$ 158.55	None	
269				Manual Record - Complex	NRBUV	None	$ 132.85	None	
270				Manual Disconnect - Complex	NRBUX	None	$ 76.20	None	
271				Manual Suspend - Complex	NRBJ7	None	$ 132.85	None	
272				Manual Restore - Complex	NRBJ8	None	$ 132.85	None	
273				Manual Expedited - Complex	NRMV2	None	$ 285.20	None	
274				Manual Customer Not Ready - Complex	NRMV6	None	$ 285.20	None	
275				Manual Due Date Change or Cancellation - Complex	NRMV4	None	$ 285.20	None	
276				Electronic New - Simple	NR9W2	None	$ 5.00	None	
277				Electronic New - Complex	NRBAW	None	$ 5.00	None	
278				Electronic Change - Simple	NR9GG	None	$ 5.00	None	
279				Electronic Change - Complex	NR9G8		$ 5.00		
280				Electronic Record - Simple	NR9GU	None	$ 5.00	None	
281				Electronic Record - Complex	NR9G7		$ 5.00		
282				Electronic Disconnect - Simple	NR9GZ	None	$ 5.00	None	
283				Electronic Disconnect - Complex	NR9G9		$ 5.00		
284				Electronic Suspend - Simple	NRBJ5	None	$ 5.00	None	
285				Electronic Restore - Simple	NRBJ6	None	$ 5.00	None	
286				Electronic Expedited - Simple	NRMV7	None	$ 5.00	None	
287				Electronic Expedited - Complex	NRMVX		$ 5.00		
288				Electronic Customer Not Ready - Simple	NRMV9	None	$ 5.00	None	
289				Electronic Customer Not Ready - Complex	NRMVY		$ 5.00		
290				Electronic Due Date Change or Cancellation - Simple	NRMV8	None	$ 5.00	None	
291				Electronic Due Date Change or Cancellation - Complex	NRMVZ		$ 5.00		
292				PIC Change Charge	NRBL9	None	$ 5.00	None	
293		**OTHER**							
294		Directory Assistance		Directory Assistance (DA) - per call	ZZUO3/ZZUO4	$ 0.37	None	None	
295				Directory Assistance Call Completion (DACC) - per call	ZZUO7	$ 0.15	None	None	
296				National Directory Assistance (NDA)	ZZUO5/ZZUO6	$ 0.65	None	None	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
297				Directory Assistance Non-Pub Emergency Service	Not Applicable	$ 2.00	None	None	
298				Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	$ 1,800.00	None	
299				Directory Assistance - Branding Per call	ZZUCB	$ 0.025	None	None	
300				Directory Assistance - Rate Reference Initial Load	NRBDL	None	$ 2,200.00	None	
301				Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	$ 1,000.00	None	
302				Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	$ 0.05850	None	
303				Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	$ 0.05850	None	
304				Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	$ 2.10	None	None	
305				Business Category Search (BCS)	ZZUOB	$ 0.65	None	None	
306				Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	$ 0.65	None	None	
307		Operator Services		Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None	
308				Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	$ 0.020	None	None	
309				Operator Services - Branding Initial/Subsequent Load	NRBDG	None	$ 1,800.00	None	
310				Operator Services - Branding Per call	ZZUCB	$ 0.025	None	None	
311				Operator Services-Rate Reference - Initial	NRBDL	None	$ 2,200.00	None	
312				Operator Services - Rate Reference - Subsequent Load	NRBDM	None	$ 1,000.00	None	
313				Intralata Message Rating - Rate per initial load	Not Applicable	None	$ 605.23	None	
314				Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	$ 605.23	None	
315		Miscellaneous		NXX Migration- Migration Charge per NXX	Not Applicable	None	$ 10,000.00	None	
316				Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	$0.00	None	None	
317		BCR		Per interstate local message	Not Applicable	$ 0.050	None	None	
318				Per local message	Not Applicable	$ 0.08	None	None	
319		Hosting		Billable Message Records and /or access usage records - per Record Charge	Not Applicable	$ 0.0030	None	None	
320				Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	$ 0.002	None	None	
321				Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	$ 0.005	None	None	
322				Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	$ 0.007	None	None	
323				Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	$ 0.010	None	None	
324		Clearinghouse		CH processing charge for service - per originated CH record	Not Applicable	$ 0.020	None	None	
325				CH billing message - per message	Not Applicable	$ 0.050	None	None	
326		Maintenance of		Basic Time - per half hour	MVV	None	$ 42.75	$ 34.20	
327				Overtime - per half hour	MVV	None	$ 53.45	$ 43.35	
328				Premium Time - per half hour	MVV	None	$ 64.10	$ 52.50	
329		Time and		Basic Time - per half hour	ALK, ALT,ALH	None	$ 42.75	$ 34.20	
330				Overtime - per half hour	ALK, ALT,ALH	None	$ 53.45	$ 43.35	
331				Premium Time - per half hour	ALK, ALT,ALH	None	$ 64.10	$ 52.50	
332						Annual Rates			
333		Poles and Duct		Poles ($/attachment/yr.)*		$ 2.35			
334		(Structure)							
335				Per Foot Conduit Occupancy Fees					
336				Full Duct ($/ft/yr.)		$ 0.41			
337				Half Duct ($/ft/yr)		$ 0.21			
338									
339				*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.					
340									
341				Contract Administration Fee			$ 125.00		
342				Administrative Record-Keeping Fee			$ 125.00		
343									
344									

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
345		**INTERCARRIER COMPENSATION**							
346				Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	ZZUR2	$ 0.0007			
347									
348									
349									
350			**	**The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SBC Missouri will provide certain**					
351				**arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement**					
352				**based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or**					
353				**regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the**					
354				**Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations**					
355				**are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders,**					
356				**rules and regulations. The Parties recognize and agree that, in the event of any amendment of the**					
357				**Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other**					
358				**legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining**					
359				**to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action**					
360				**invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant**					
361				**provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to**					
362				**be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to**					
363				**contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific**					
364				**provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule,**					
365				**court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SBC Missouri**					
366				**be obligated to provide such rates, terms and conditions beyond the period of time SBC Missouri is obligated to provide**					
367				**such rates, terms and conditions to the Party who originally arbitrated such provisions**					
368									
369						***RESALE DISCOUNTS***			
370				**BUSINESS**		RECURRING	NON-RECURRING		
371				**LOCAL EXCHANGE SERVICE**					
372				Business 1 Party		19.20%	19.20%	NA	
373				Business - Multi-Line Hunting		19.20%	19.20%	NA	
374				Business Measured		19.20%	19.20%	NA	
375				Business Measured (HTG Class of Service)		19.20%	19.20%	NA	
376								NA	
377				**EXPANDED LOCAL CALLING**				NA	
378				Mandatory EAS		19.20%	19.20%	NA	
379				Optional Metropolitan Calling Area		19.20%	19.20%	NA	
380								NA	
381				**VERTICAL SERVICES**				NA	
382				Auto Redial		19.20%	19.20%	NA	
383				Call Blocker		19.20%	19.20%	NA	
384				Call Forwarding		19.20%	19.20%	NA	
385				Call Forwarding - Busy Line		19.20%	19.20%	NA	
386				Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
387				Call Forwarding - Don't Answer		19.20%	19.20%	NA	
388				Call Return		19.20%	19.20%	NA	
389				Call Trace		19.20%	19.20%	NA	
390				Call Waiting		19.20%	19.20%	NA	
391				Calling Name		19.20%	19.20%	NA	
392				Calling Number		19.20%	19.20%	NA	
393				ComCall®		19.20%	19.20%	NA	
394				Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
395				Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
396				Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
397				Priority Call		19.20%	19.20%	NA	
398				Remote Access to Call Forwarding		19.20%	19.20%	NA	
399				Selective Call Forwarding		19.20%	19.20%	NA	
400				Simultaneous Call Forwarding		19.20%	19.20%	NA	
401				Speed Calling 8		19.20%	19.20%	NA	
402				Speed Calling 30		19.20%	19.20%	NA	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
403				Three Way Calling		19.20%	19.20%	NA	
404								NA	
405				**DID**				NA	
406				DID (First Block of 100 - Category 1)		19.20%	19.20%	NA	
407				DID (First Block of 10 - Category 1)		19.20%	19.20%	NA	
408				DID (Ea. adl. block of 10 after first 10 - Category 1)		19.20%	19.20%	NA	
409				DID (Ea. adl. block of 100 after first 100 - Category 2)		19.20%	19.20%	NA	
410				DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.20%	19.20%	NA	
411				DID (with Multifrequency)		19.20%	19.20%	NA	
412				DID (with Dual-Tone Multifrequency)		19.20%	19.20%	NA	
413				DID (1st 10 Trunks or access lines)		19.20%	19.20%	NA	
414				DID (11th thru 50th trunk or network access line)		19.20%	19.20%	NA	
415				DID (51st trunk or network access line)		19.20%	19.20%	NA	
416								NA	
417				**TRUNKS**				NA	
418				Analog Trunks		19.20%	19.20%	NA	
419				Digital Trunks		19.20%	19.20%	NA	
420								NA	
421				**AIN**				NA	
422				Area Wide Networking		19.20%	19.20%	NA	
423				Disaster Routing Service		19.20%	19.20%	NA	
424				Intelligent Redirectsm		19.20%	19.20%	NA	
425				Intellinumber		19.20%	19.20%	NA	
426				Positive ID		19.20%	19.20%	NA	
427								NA	
428				**OTHER**				NA	
429				Bundled Telecommunications Services (e.g., the Works)		19.20%	19.20%	NA	
430				Customer Alerting Enablement		19.20%	19.20%	NA	
431				Grandfathered Services		19.20%	19.20%	NA	
432				Hot Line		19.20%	19.20%	NA	
433				Hunting		19.20%	19.20%	NA	
434				Local Operator Assistance Service		13.91%	13.91%	NA	
435				Night Number associated with Telephone Number		19.20%	19.20%	NA	
436				Night Number associated with a Terminal		19.20%	19.20%	NA	
437				Promotions (Greater than 90 days)		19.20%	19.20%	NA	
438				Preferred Number Service		19.20%	19.20%	NA	
439				Telebranch®		19.20%	19.20%	NA	
440				TouchTone		19.20%	19.20%	NA	
441				Voice Dial		19.20%	19.20%	NA	
442				Warm Line		19.20%	19.20%	NA	
443								NA	
444				**Data Services**				NA	
445				Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.20%	19.20%	NA	
446				PBX Trunks		19.20%	19.20%	NA	
447				Mulit-Service Optical Network (MON)		19.20%	19.20%	NA	
448				OCn-PTP		19.20%	19.20%	NA	
449				DS3		19.20%	19.20%	NA	
450								NA	
451				**ISDN**				NA	
452				Digilinesm (ISDN BRI)		19.20%	19.20%	NA	
453				Select Video Plus®		19.20%	19.20%	NA	
454				Smart Trunksm (ISDN PRI)		19.20%	19.20%	NA	
455				SuperTrunk		19.20%	19.20%	NA	
456								NA	
457				**TOLL**				NA	
458				IntraLATA MTS		19.20%	19.20%	NA	
459				MaxiMizer 800®		19.20%	19.20%	NA	
460				OutWATS		19.20%	19.20%	NA	
461				800 Service		19.20%	19.20%	NA	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
462								NA	
463				**OPTIONAL TOLL CALLING PLANS**				NA	
464				1+ SAVERsm		19.20%	19.20%	NA	
465				1+SAVER Direct		19.20%	19.20%	NA	
466				Community Optional Saver		19.20%	19.20%	NA	
467				Outstate Calling Area Service		19.20%	19.20%	NA	
468								NA	
469				**PLEXAR®**				NA	
470				Plexar I®		19.20%	19.20%	NA	
471				Plexar II®		19.20%	19.20%	NA	
472				Plexar Custom®		19.20%	19.20%	NA	
473								NA	
474				**PRIVATE LINE**				NA	
475				Analog Private Lines		19.20%	19.20%	NA	
476				Business Video Service		19.20%	19.20%	NA	
477				Digital Loop Service		19.20%	19.20%	NA	
478				DOVLink		19.20%	19.20%	NA	
479				Foreign Exchange Service		19.20%	19.20%	NA	
480				Foreign Serving Office		19.20%	19.20%	NA	
481				Frame Relay		19.20%	19.20%	NA	
482				Group Alerting Services		19.20%	19.20%	NA	
483				MegaLink II®		19.20%	19.20%	NA	
484				MegaLink III®		19.20%	19.20%	NA	
485				MicroLink I®		19.20%	19.20%	NA	
486				MicroLink II®		19.20%	19.20%	NA	
487				MultiPoint Video		19.20%	19.20%	NA	
488				Service Loop Facility Modification Service		19.20%	19.20%	NA	
489								NA	
490						***RESALE DISCOUNTS***		NA	
491				**RESIDENCE**		RECURRING	NON-RECURRING	NA	
492				**LOCAL EXCHANGE SERVICE**				NA	
493				Life Line and Link Up America Services		19.20%	19.20%	NA	
494				Residence 1 Party		19.20%	19.20%	NA	
495				Residence Measured		19.20%	19.20%	NA	
496								NA	
497				**EXPANDED LOCAL CALLING**				NA	
498				Mandatory EAS		19.20%	19.20%	NA	
499				Optional Metropolitan Calling Area		19.20%	19.20%	NA	
500								NA	
501				**VERTICAL SERVICES**				NA	
502				Auto Redial		19.20%	19.20%	NA	
503				Call Blocker		19.20%	19.20%	NA	
504				Call Forwarding		19.20%	19.20%	NA	
505				Call Forwarding - Busy Line		19.20%	19.20%	NA	
506				Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
507				Call Forwarding - Don't Answer		19.20%	19.20%	NA	
508				Call Return		19.20%	19.20%	NA	
509				Call Trace		19.20%	19.20%	NA	
510				Call Waiting		19.20%	19.20%	NA	
511				Calling Name		19.20%	19.20%	NA	
512				Calling Number		19.20%	19.20%	NA	
513				ComCall®		19.20%	19.20%	NA	
514				Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
515				Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
516				Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
517				Priority Call		19.20%	19.20%	NA	
518				Remote Access to Call Forwarding		19.20%	19.20%	NA	
519				Selective Call Forwarding		19.20%	19.20%	NA	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
520				Simultaneous Call Forwarding		19.20%	19.20%	NA	
521				Speed Calling 8		19.20%	19.20%	NA	
522				Three Way Calling		19.20%	19.20%	NA	
523								NA	
524				**ISDN**				NA	
525				Digiline		19.20%	19.20%	NA	
526								NA	
527				**OTHER**				NA	
528				Bundled Telecommunications Services (e.g., the works		19.20%	19.20%	NA	
529				Customer Alerting Enablement		19.20%	19.20%	NA	
530				Grandfathered Services		19.20%	19.20%	NA	
531				Hot Line		19.20%	19.20%	NA	
532				Promotions (Greater than 90 days)		19.20%	19.20%	NA	
533				Preferred Number Service		19.20%	19.20%	NA	
534				TouchTone		19.20%	19.20%	NA	
535				Voice Dial		19.20%	19.20%	NA	
536				Warm Line		19.20%	19.20%	NA	
537								NA	
538						***RESALE DISCOUNTS***		NA	
539				***OTHER (Resale)***		RECURRING	NON-RECURRING	NA	
540								NA	
541				**DIRECTORY ASSISTANCE SERVICES**		13.91%	13.91%	NA	
542				Nationwide Listing Services (NLS)		13.91%	13.91%	NA	
543								NA	
544				**TOLL**				NA	
545				Home 800sm		19.20%	19.20%	NA	
546				IntraLATA MTS		19.20%	19.20%	NA	
547								NA	
548				**OPTIONAL TOLL CALLING PLANS**				NA	
549				1+ SAVERsm		19.20%	19.20%	NA	
550				1+SAVER Direct		19.20%	19.20%	NA	
551				Community Optional Saver		19.20%	19.20%	NA	
552				Outstate Calling Area Service		19.20%	19.20%	NA	
553				900 Call Restriction		19.20%	19.20%	NA	
554				Access Services		0%	0%	NA	
555				Additional Directory Listings		19.20%	19.20%	NA	
556				Bill Plus		5%	5%	NA	
557				Company Initiated Suspension Service		0%	0%	NA	
558				Directory Assistance Services		13.91%	13.91%	NA	
559				Connections with Terminal Equipment and Communications Equipment		0%	0%	NA	
560				Consolidated Billing		5%	5%	NA	
561				Construction Charges		0%	0%	NA	
562				Customer Initiated Suspension Service		0%	0%	NA	
563				Exchange Interconnection Service		0%	0%	NA	
564				Operator Services		13.91%	13.91%	NA	
565				Local Operator Assistance Service		13.91%	13.91%	NA	
566				Maintenance of Service Charges		0%	0%	NA	
567				Prepaid Calling Cards		19.20%	19.20%	NA	
568				Telecommunications Service Priority Systems		0%	0%	NA	
569				Toll Billing Exception (Billed Number Screen)		19.20%	19.20%	NA	
570				Toll Restriction		19.20%	19.20%	NA	
571				Wireless Carrier Interconnection Services		0%	0%	NA	
572								NA	
573				Electronic Billing Information Data (daily usage) per message		$ 0.003	NA	NA	
574									
575				Simple conversion charge per billable number		NA	$ 25.00	NA	
576				Electronic conversion orders per billable number		NA	$ 5.00	NA	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
577				Complex conversion orders per billable number		NA	$ 125.00	NA	
578									
579				SBC Missouri transmittal of CLEC end-user listing to 3rd		NA	$ 100.00	NA	
580				party pub, per occurrence, per dir publisher					
581									
582				**OS/DA**					
583				Branding - Resellers					
584				- Initial Load	NRBDG	NA	$1,800.00	NA	
585				- Subsequent Load	NRBDG	NA	$1,800.00	NA	
586				- Per Call	ZZUCB	$0.025	NA	NA	
587				External Rater - Resellers					
588				- Initial Load	NRBDL	NA	$2,200.00	NA	
589				- Subsequent Load	NRBDM	NA	$1,000.00	NA	

APPENDIX WP
EXHIBIT 1
SBC MISSOURI

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			$3,191.73	
Springfield			$3,191.73	
St. Louis			$3,191.73	
Cape Girardeau			$168.09	
Chillicothe			$168.09	
Excelsior Spgs.			$168.09	
Fulton			$168.09	
Greater Jeff Cty.			$168.09	
Hannibal			$168.09	
Bootheel Area			$168.09	
Kirksville			$168.09	
Lake Ozarks			$168.09	
Marshall			$168.09	
Mexico			$168.09	
Moberly			$168.09	
Nevada			$168.09	
Perryville			$168.09	
Poplar Bluff			$168.09	
Sedalia			$168.09	
Sikeston			$168.09	
St. Joseph			$168.09	
Tri-State			$168.09	
Washington			$168.09	
Adrian			$75.59	
Booneville			$75.59	
Bowling Green			$75.59	
Elsberry			$75.59	
Linn			$75.59	
MO's Parkland			$75.59	
Stanberry			$75.59	

APPENDIX
PERFORMANCE MEASUREMENTS

(SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS, SBC KANSAS, SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS
- COMMISSION ORDERED)

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

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

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

1.3 As used herein, the term "Service Bureau Provider" means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.

1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SBC SOUTHWEST REGION 5-STATE is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.

1.6 SBC SOUTHWEST REGION 5-STATE's agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC SOUTHWEST REGION 5-STATE and CLEC agree that CLEC may not use the existence of this Plan as evidence that SBC SOUTHWEST REGION 5-STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC SOUTHWEST REGION 5-STATE's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that SBC SOUTHWEST REGION 5-STATE's performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

APPENDIX-PRICING
(NEVADA)

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APPENDIX PRICING
(NEVADA)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

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

1.3 Intentionally left blank.

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection,Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and SBC NEVADA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the

Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC NEVADA will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC NEVADA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC NEVADA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 Intentionally left blank.

1.9 SBC NEVADA's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC NEVADA may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC NEVADA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC NEVADA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff

rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC NEVADA's current generic contract rate for the Product or Service set forth in SBC NEVADA's applicable state-specific generic pricing schedule as published on SBC NEVADA's CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC NEVADA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

1.9.3 SBC NEVADA's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC NEVADA's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC NEVADA for that Product or Service and incorporated into SBC NEVADA's current state-specific generic pricing schedule as published on SBC NEVADA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC NEVADA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC NEVADA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC NEVADA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

1.10.2 SBC NEVADA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC NEVADA's right to charge and collect payment for such Products and/or Services.

2. BILLING TIMELINES

2.1 All prices for *usage charges*, 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 SBC NEVADA's Carrier Access Billing System (CABS).

2.2 Any change of prices for *usage charges,* MRCs and NRCs subsequent to the effective date of this agreement may take a substantial period of time 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, SBC NEVADA 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, SBC NEVADA shall *delay billing or* bill at the prices SBC NEVADA is currently billing one (1) or more of its other CLEC End Users that, in SBC NEVADA'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. *These true ups will be excluded from billing performance results.*

2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix Lawful UNEs (or any other Appendix) which is not specifically listed herein or therein, SBC NEVADA 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, 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 service period for elements provided under the Bona Fide Request process set forth in Appendix Lawful UNEs 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

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 SBC NEVADA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC NEVADA 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. NON-RECURRING CHARGES

4.1 Nonrecurring Charges are applicable for all five categories of rates.

4.2 Consistent with 51.307(d), there are non-recurring charges for each Lawful UNE on the first connection on an CLEC order as well as separate non-recurring 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 an end user currently receiving non-complex from the SBC NEVADA network, without any changes to SBC NEVADA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

4.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network

4.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC NEVADA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.

4.6 Some items, which must be individually charged, are billed as nonrecurring charges.

4.7 Time and Material charges (a.k.a. additional labor charges) are defined in Appendix Pricing.

5. BILLING

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

	NON-RECURRING											
	Service Order								Channel			
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
LOOPS												
2-Wire Basic - Initial (Manual/Fax - Simple)	$57.53	HOXO8	$48.94	HOX1O	$52.25	HOX69	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
2-Wire Basic - Initial (CESAR/LEX - Simple)	$29.93	XOXO8	$21.03	XOX1O	$24.33	XOX60	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
2-Wire Basic - Initial (Mechanized)	$0.16	MOXO8	$0.16	MOX1O	$0.16	MOX69	$0.00		$18.56	$8.57	$15.50	$0.00
2-Wire Basic - Additional (Manual/Fax - Simple)	$3.24	HOXO8	$1.85	HOX1O	$2.02	HOX69	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
2-Wire Basic - Additional (CESAR/LEX - Simple)	$3.24	XOXO8	$1.85	XOX1O	$2.02	XOX60	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
2-Wire Basic - Additional (Mechanized)	$0.00	MOXO8	$0.00	MOX1O	$0.00	MOX69	$0.00		$12.67	$5.77	$0.00	$0.00
2-Wire ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	$57.53	HOX12	$48.94	HOX14	$52.25	HOX13	$47.42	HOCH2	$18.66	$8.54	$15.43	$0.00
2-Wire ASSURED - INITIAL (CESAR/LEX - SIMPLE)	$29.93	XOX12	$21.03	XOX14	$24.33	XOX13	$19.58	SOCH2	$18.66	$8.54	$15.43	$0.00
2-Wire ASSURED - INITIAL (MECHANIZED)	$0.16	MOX12	$0.16	MOX14	$0.16	MOX13	$0.00		$18.66	$8.54	$15.43	$0.00
2-Wire ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.24	HOX12	$1.85	HOX14	$2.02	HOX13	$0.00	HOCH2	$12.53	$5.75	$0.00	$0.00
2-Wire ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.24	XOX12	$1.85	XOX14	$2.02	XOX13	$0.00	SOCH2	$12.53	$5.75	$0.00	$0.00
2-wire ASSURED - ADDITIONAL (MECHANIZED)	$0.00	MOX12	$0.00	MOX14	$0.00	MOX13	$0.00		$12.53	$5.75	$0.00	$0.00
4-Wire Basic - Initial (Manual/Fax - Simple)	$63.06	HOX55	$49.90	HOX56	$53.09	HOX57	$47.50	HOCH7	$28.84	$10.41	$11.40	$0.00
4-Wire Basic - Initial (CESAR/LEX - Simple)	$35.09	XOX55	$21.57	XOX56	$24.00	XOX57	$19.61	SOCH7	$28.84	$10.41	$11.40	$0.00
4-Wire Basic - Initial (Mechanized)	$0.16		$0.16		$0.16		$0.00		$28.84	$10.41	$11.40	$0.00
4-Wire Basic - Additional (Manual/Fax - Simple)	$3.69	HOX55	$3.64	HOX56	$1.94	HOX57	$0.00	HOCH7	$18.95	$7.43	$0.00	$0.00
4-Wire Basic - Additional (CESAR/LEX - Simple)	$3.69	XOX55	$3.64	XOX56	$1.94	XOX57	$0.00	SOCH7	$18.95	$7.43	$0.00	$0.00
4-Wire Basic - Additional (Mechanized)	$0.00		$0.00		$0.00		$0.00		$18.95	$7.43	$0.00	$0.00
DSL CAPABLE LOOPS												
2-Wire Dig. ISDN/IDSL - Initial (Manual/Fax - Simple)	$57.53	HOX32	$48.94	HOX34	$52.25	HOX33	$47.42	HOCH2	$18.66	$8.54	$15.43	$0.00
2-Wire Dig. ISDN/IDSL - Initial (CESAR/LEX - Simple)	$29.93	XOX32	$21.03	XOX34	$24.33	XOX33	$19.58	SOCH2	$18.66	$8.54	$15.43	$0.00
2-Wire Dig. ISDN/IDSL - Initial (Mechanized)	$0.16	MOX32	$0.16	MOX34	$0.16		$0.00		$18.66	$8.54	$15.43	$0.00
2-Wire Dig. ISDN/IDSL - Add. (Manual/Fax - Simple)	$3.69	HOX32	$1.85	HOX34	$2.02	HOX33	$0.00	HOCH2	$12.53	$5.75	$0.00	$0.00
2-Wire Dig. ISDN/IDSL - Add. (CESAR/LEX - Simple)	$3.69	XOX32	$1.85	XOX34	$2.02	XOX33	$0.00	SOCH2	$12.53	$5.75	$0.00	$0.00
2-Wire Dig. ISDN/IDSL - Add. (Mechanized)	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$12.53	$5.75	$0.00	$0.00
2-Wire xDSL Loop - Initial (Manual/Fax - Simple)	$57.53	HOX32	$48.94	HOX34	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
2-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	$29.93	XOX32	$21.03	XOX34	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
2-Wire xDSL Loop - Initial (Mechanized)	$0.16	MOX32	$0.16	MOX34	$0.16		$0.00		$18.56	$8.57	$15.50	$0.00
2-Wire xDSL Loop - Add. (Manual/Fax - Simple)	$3.24	HOX32	$1.85	HOX34	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
2-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	$3.24	XOX32	$1.85	XOX34	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
2-Wire xDSL Loop - Add. (Mechanized)	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$12.67	$5.77	$0.00	$0.00
4-Wire xDSL Loop - Initial (Manual/Fax - Simple)	$63.06	HOX32	$49.90	HOX34	$53.09	HOX33	$47.50	HOCH2	$28.84	$10.41	$11.40	$0.00
4-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	$35.09	XOX32	$21.57	XOX34	$24.00	XOX33	$19.61	SOCH2	$28.84	$10.41	$11.40	$0.00
4-Wire xDSL Loop - Initial (Mechanized)	$0.16	MOX32	$0.16	MOX34	$0.16		$0.00		$28.84	$10.41	$11.40	$0.00
4-Wire xDSL Loop - Add. (Manual/Fax - Simple)	$3.69	HOX32	$3.64	HOX34	$1.94	HOX33	$0.00	HOCH2	$18.95	$7.43	$0.00	$0.00
4-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	$3.69	XOX32	$3.64	XOX34	$1.94	XOX33	$0.00	SOCH2	$18.95	$7.43	$0.00	$0.00
4-Wire xDSL Loop - Add. (Mechanized)	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$18.95	$7.43	$0.00	$0.00
DS3 Loop - Initial (Manual/Fax - Complex)	$72.75	HOX32	$48.15	HOX34	$0.00	HOX33	$42.48	HOCH7	$114.90	$43.48	$0.00	$0.00
DS3 Loop - Initial (CESAR/LEX - Complex)	$46.65	XOX32	$22.25	XOX34	$0.00	XOX33	$14.77	SOCH7	$114.90	$43.48	$0.00	$0.00
DS3 Loop - Initial (Mechanized)	$0.32	MOX32	$0.32	MOX34	$0.00	N/A	$0.00		$114.90	$43.48	$0.00	$0.00
DS3 Loop - Additional (Manual/Fax - Complex)	$5.66	HOX32	$2.43	HOX34	$0.00	HOX33	$0.00	HOCH7	$74.60	$38.19	$0.00	$0.00
DS3 Loop - Additional (CESAR/LEX - Complex)	$5.66	XOX32	$2.43	XOX34	$0.00	XOX33	$0.00	SOCH7	$74.60	$38.19	$0.00	$0.00
DS3 Loop - Additional (Mechanized)	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$74.60	$38.19	$0.00	$0.00

	NON-RECURRING											
	Service Order								Channel			
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
NETWORK INTERFACE DEVICE												
NID to NID Crossconnect - Simple (Manual/Fax)	$46.53	HSNID	$0.00		$0.00		$0.00		$38.54	$0.00	$0.00	$0.00
NID to NID Crossconnect - Simple (CESAR/LEX)	$17.73	PSNID	$0.00		$0.00		$0.00		$38.54	$0.00	$0.00	$0.00
NID to NID Crossconnect - Simple (Mechanized)	$0.16		$0.00		$0.00		$0.00		$38.54	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Init. (Manual/Fax)	$46.53	HCNID	$0.00		$0.00		$0.00		$60.32	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Init. (CESAR/LEX)	$17.73	PCNID	$0.00		$0.00		$0.00		$60.32	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Init. (Mechanized)	$0.16		$0.00		$0.00		$0.00		$60.32	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Add. (Manual/Fax)	$0.00		$0.00		$0.00		$0.00		$15.01	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Add. (CESAR/LEX)	$0.00		$0.00		$0.00		$0.00		$15.01	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Add. (Mechanized)	$0.00		$0.00		$0.00		$0.00		$15.01	$0.00	$0.00	$0.00
CROSS CONNECTS TO COLLOCATION CAGE												
Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	$2.08	XOX15, HOX15	$3.29	XOX18, HOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
Analog/Digital 2-Wire - Initial (Mechanized)	$0.16	MOX15	$0.16	MOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
Analog/Digital 2-Wire - Additional (CESAR/LEX - Simple)	$0.81	XOX15, HOX15	$0.81	XOX18, HOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
Analog/Digital 2-Wire - Additional (Mechanized)	$0.00	MOX15	$0.00	MOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	$2.08	CDS1S, HOX82	$3.29	CDS1D, HOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
Analog/Digital 4-Wire - Initial (Mechanized)	$0.16	MOX82	$0.16	MOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
Analog/Digital 4-Wire - Additional (CESAR/LEX - Simple)	$0.81	CDS1S, HOX82	$0.81	CDS1D, HOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
Analog/Digital 4-Wire - Additional (Mechanized)	$0.00	MOX82	$0.00	MOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
DS3 to Collocation - Initial (CESAR/LEX - Simple)	$2.08	CDS3S, HOX82	$3.29	CDS3D, HOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
DS3 to Collocation - Initial (Mechanized)	$0.16	MOX82	$0.16	MOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
DS3 to Collocation - Additional (CESAR/LEX - Simple)	$0.81	CDS3S, HOX82	$0.81	CDS3D, HOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
DS3 to Collocation - Additional (Mechanized)	$0.00	MOX82	$0.00	MOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
MULTIPLEXING												
DS1/DS0 (CESAR/LEX - Simple)	$4.05	MQ1UC, HOX91	$4.05	MQ1UD, HOX99	$0.00		$0.00		$80.12	$36.13	$0.00	$0.00
DS1/DS0 (Mechanized)	$0.16		$0.16		$0.00		$0.00		$80.12	$36.13	$0.00	$0.00
DS3/DS1 (CESAR/LEX - Simple)	$4.05	MQ3UC, HOX91	$4.05	MQ3UD, HOX99	$0.00		$0.00		$84.17	$36.32	$0.00	$0.00
DS3/DS1 (Mechanized)	$0.16		$0.16		$0.00		$0.00		$84.17	$36.32	$0.00	$0.00

Note: When comparing a USOC on the CABS bill to rates above see the rules below.

Service order Connect is the sum of service order connect and Channel Connect.
Service order Disconnect is the sum of service order disconnect and Channel disconnect.
Service order change is the sum of service order change and Channel change.
Service Migrations are only billed Service Order connect or disconnect charges

Nevada			USOC	Recurring	Non-Recurring	
					Initial	Add'l
NETWORK ELEMENTS						
LOOPS (Includes NID)						
	2-Wire Analog					
	-Zone 1		LKB/LKBAA, AELKB, AELKA	$11.77	@	@
	-Zone 2		LKB/LKBAA, AELKB, AELKA	$22.64	@	@
	-Zone 3		LKB/LKBAA, AELKB, AELKA	$66.25	@	@
	5db Conditioning				@	@
**	-Zone 1		In addition to 2-wire analog Loop	$6.28	@	@
**	-Zone 2		In addition to 2-wire analog Loop	$6.28	@	@
**	-Zone 3		In addition to 2-wire analog Loop	$6.28	@	@
	4-Wire Analog				@	@
	-Zone 1		LK4WA	$16.48	@	@
	-Zone 2		LK4WA	$31.08	@	@
	-Zone 3		LK4WA	$92.13	@	@
	2-wire Digital				@	@
	-Zone 1		LKB2Q/LKB3Q/U2Q/U3Q	$11.77	@	@
	-Zone 2		LKB2Q/LKB3Q/U2Q/U3Q	$22.64	@	@
	-Zone 3		LKB2Q/LKB3Q/U2Q/U3Q	$66.25	@	@
	DS1 Loop				@	@
	-Zone 1		LKC4W	$16.48	@	@
	-Zone 2		LKC4W	$31.08	@	@
	-Zone 3		LKC4W	$92.13	@	@
	DS3 Loop				@	@
	-Zone 1		U4D3X	$1,176.48	@	@
	-Zone 2		U4D3X	$1,590.01	@	@
	-Zone 3		U4D3X	ICB	ICB	ICB
DSL CAPABLE LOOPS						
	2-Wire xDSL Loop				@	@
	PSD #1 - 2-Wire xDSL Loop Zone 1		2SLAX	$11.77	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 2		2SLAX	$22.64	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 3		2SLAX	$66.25	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 1		2SLBX	$11.77	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 2		2SLBX	$22.64	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 3		2SLBX	$66.25	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 1		2SLCX	$11.77	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 2		2SLCX	$22.64	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 3		2SLCX	$66.25	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 1		2SLDX	$11.77	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 2		2SLDX	$22.64	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 3		2SLDX	$66.25	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 1		U2F	$11.77	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 2		U2F	$22.64	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 3		U2F	$66.25	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 1		2SLFX	$11.77	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 2		2SLFX	$22.64	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 3		2SLFX	$66.25	@	@
	4-Wire xDSL Loop					
	PSD #3 - 4-Wire xDSL Loop Zone 1		4SL1X	$16.48	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 2		4SL1X	$31.08	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 3		4SL1X	$92.13	@	@
	Loop Qualification Process (Per Loop)					
		Loop Qualification Process (Per Loop) Mechanized - Zone 1	NR98U	Not Applicable	$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Mechanized - Zone 2	NR98U	Not Applicable	$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Mechanized - Zone 3	NR98U	Not Applicable	$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Manual - Zone 1	NRBXU	Not Applicable	$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Manual - Zone 2	NRBXU	Not Applicable	$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Manual - Zone 3	NRBXU	Not Applicable	$0.10	Not Applicable
	DSL Conditioning Options					
		Removal of Repeaters	NRBXV	N/A	$83.67	$83.67
		Incremental Removal of Repeater (> than 17.5 Kft. same locat	NRBNL	N/A	$83.67	$83.67
		Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NRBNP	N/A	$83.67	$83.67
		Removal of Bridged Taps and Repeaters	NRBXH	N/A	$83.67	$83.67
		17.5Kft. Same location/same cable)	NRBTV	N/A	$83.67	$83.67
		Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	NRBTW	N/A	$83.67	$83.67
		Removal of Bridged Taps	NRBXW	N/A	$83.67	$83.67
		Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	NRBNK	N/A	$83.67	$83.67
		Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	N/A	$83.67	$83.67
		Removal of Bridged Taps and Load Coils	NRBXF	N/A	$83.67	$83.67
		Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	NRBM8	N/A	$83.67	$83.67
		Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	NRBM9	N/A	$83.67	$83.67
		Removal of Load Coils	NRBXZ	N/A	$83.67	$83.67
		Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A	$83.67	$83.67
		Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A	$83.67	$83.67

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada				Recurring	Non-Recurring	
			USOC		Initial	Add'l
	Remove All Bridged Tap (RABT) - MMP					
		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	NA	$425.64	
		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	NA	$1,101.85	
		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	NA	$425.64	
		Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	NA	$425.64	
NETWORK INTERFACE DEVICE (NID)						
	NID Crossconnect		Included in the Loop Rate	$0.44	@	@
Cross Connects to Collocation Cage						
	Analog 2-wire		CCDSO, AEE1S	$0.40	@	@
	Analog 4-wire		C2CB4	$0.79	@	@
	Digital 2-wire		UCX92	$1.48	@	@
	Digital 4-wire		CDS1U	$2.98	@	@
	2 Wire ADSL Shielded Cross connect to Collocation		UXRRX	$0.57	@	@
	2-Wire DSL Non-Shielded Cross Connect to Collocation		UCX92	$0.24	@	@
	4-Wire DSL Non-Shielded Cross Connect to Collocation		UCX94	$0.47	@	@
	DS3 C.O. Cross Connect to Collocation		CDS3U	$28.98	@	@
	#The price assumes all Central Office cross-connects required to provision the HFPL product					
LST						
	LST performed on CODSLAM Loop		URCLD	N/A	$245.99	N/A
	LST performed on Sub Loop		URCLB	N/A	$202.64	N/A
Sub-loop Unbundling						
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 1		U6LSA	$0.45	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 2		U6LSA	$0.52	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 3		U6LSA	$0.75	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 1		U6LSB	$6.42	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 2		U6LSB	$11.02	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 3		U6LSB	$19.44	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 1		U6LSC	$6.46	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 2		U6LSC	$11.04	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire-Analog Zone 3		U6LSC	$19.48	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 1		U6LSS	$6.40	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-WireAnalog Zone 2		U6LSS	$10.96	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 3		U6LSS	$19.30	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 1		U6LST	$6.42	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 2		U6LST	$11.00	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 3		U6LST	$19.32	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 1		U6LSU	$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 2		U6LSU	$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 3		U6LSU	$0.15	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 1		U6LSA	$0.87	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 2		U6LSA	$0.99	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 3		U6LSA	$1.35	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 1		U6LSB	$12.82	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 2		U6LSB	$21.98	N/A	N/A
**	ECS to Term Subloop Charge 4-WireAnalog Zone 3		U6LSB	$38.74	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 1		U6LSC	$12.88	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 2		U6LSC	$22.04	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 3		U6LSC	$38.80	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 1		U6LSS	$12.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 2		U6LSS	$21.93	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 3		U6LSS	$38.59	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 1		U6LST	$12.84	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 2		U6LST	$21.99	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 3		U6LST	$38.65	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 1		U6LSU	$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 2		U6LSU	$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 3		U6LSU	$0.29	N/A	N/A
**	ECS to SAI/FDI Subloop Charge-2-Wire DSL Zone 1		U6LSA	$0.41	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 2		U6LSA	$0.46	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 3		U6LSA	$0.64	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 1		U6LSB	$6.33	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 2		U6LSB	$10.78	N/A	N/A
**	ECS to Term Subloop Charge-2-Wire DSL Zone 3		U6LSB	$17.97	N/A	N/A
**	ECS to NID Subloop Charge-2-Wire DSL Zone 1		U6LSC	$6.36	N/A	N/A
**	ECS to NID Subloop Charge-2-Wire DSL Zone 2		U6LSC	$10.82	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 3		U6LSC	$17.99	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 1		U6LSS	$6.33	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 2		U6LSS	$10.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 3		U6LSS	$17.97	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 1		U6LST	$6.36	N/A	N/A
**	SAI/FDI to NID Subloop Charge-2-Wire DSL Zone 2		U6LST	$10.82	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 3		U6LST	$17.99	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 1		U6LSU	$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 2		U6LSU	$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 3		U6LSU	$0.15	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 1		U6LSA	$0.84	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 2		U6LSA	$0.93	N/A	N/A

TBD - To be Determined
NRO - Nonrecurring only
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NA - Not Applicable

Nevada			USOC	Recurring	Non-Recurring	
					Initial	Add'l
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 3		U6LSA	$1.26	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 1		U6LSB	$12.67	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 2		U6LSB	$21.58	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 3		U6LSB	$35.94	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 1		U6LSC	$12.73	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 2		U6LSC	$21.64	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 3		U6LSC	$36.00	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 1		U6LSS	$12.67	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 2		U6LSS	$21.58	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 3		U6LSS	$35.94	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 1		U6LST	$12.73	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 2		U6LST	$21.64	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 3		U6LST	$36.00	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 1		U6LSU	$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 2		U6LSU	$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 3		U6LSU	$0.29	N/A	N/A
Sub-loop Unbundling Cross Connect						
	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating		UCSC6	N/A	$275.96	$136.01
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating		UCNC6	N/A	$343.30	$137.24
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating		UCSC6	N/A	$342.07	$136.01
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating		UCNC6	N/A	$343.30	$137.24
	Subloop Cross Connect 2-Wire Digital (ISDN) Non-Central Office Originating		UCSC6	N/A	$395.75	$154.58
	Subloop Cross Connect DS1 Non-Central Office Originating		UCNC6	N/A	$686.17	$277.73
	Subloop Cross Connect DS3 Non-Central Office Originating		UCNC6	N/A	$1,018.94	$401.90
Cross Connects to Point of Access (POA)						
Analog Loop to POA						
	2-Wire					
**		Method 1	UXRA1	$0.40	$145.31	$104.33
**		Method 2	UXRA2	$0.40	$145.31	$104.33
**		Method 3	UXRA5	$0.40	$145.31	$104.33
	4-Wire					
		Method 1	UXRB1	$0.79	$161.81	$116.91
		Method 2	UXRB2	$0.79	$161.81	$116.91
		Method 3	UXRB5	$0.79	$161.81	$116.91
Digital Loop to Point of Access						
	2-Wire					
**		Method 1	UXRA1	$1.48	$145.31	$104.33
**		Method 2	UXRA2	$1.48	$145.31	$104.33
**		Method 3	UXRA5	$1.48	$145.31	$104.33
	4-Wire					
		Method 1	UXRB1	$2.98	$161.81	$116.91
		Method 2	UXRB2	$2.98	$161.81	$116.91
		Method 3	UXRB5	$2.98	$161.81	$116.91
	Dedicated Transport					
	- DS1 Interoffice Transport					
	Statewide				@	@
	Fixed (per termination)		1L6UB	$ 618.91	@	@
	- DS3 Interoffice Transport					
	Statewide				@	@
	Fixed (per termination)		1L5UB	$ 12,212.73	@	@
	- Dedicated Transport Cross Connects					
	DS1 to Collocation			$22.98	@	@
	DS3 to Collocation			$29.47	@	@
MULTIPLEXING						
**	DS1 / Voice Grade		MQ1UB	$265.89	@	@
**	DS3 / DS1		MQ3UB	$673.94	@	@
Dark Fiber						
**	Dark Fiber -Interoffice per strand Zone 1		ULY4X	$40.67	$1,770.40	N/A
**	Dark Fiber -Interoffice per strand Zone 2		ULY4X	$40.67	$2,021.02	N/A
	Dark Fiber -Interoffice per strand Zone 3			N/A	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 1		ULJAA, ULJAB	$0.003796	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 2		ULJAA, ULJAB	$0.005109	N/A	N/A
	Dark Fiber - Interoffice per foot Zone 3			N/A	N/A	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 1		UKCJX	$4.19	$154.70	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 2		UKCJX	$4.19	$154.70	N/A
	Dark Fiber Cross Connect - Interoffice Zone 3			N/A	N/A	N/A
**	Dark Fiber Cross Connect - Loop Zone 1		UKCHX	$2.22	$100.55	N/A
**	Dark Fiber Cross Connect - Loop Zone 2		UKCHX	$2.22	$100.55	N/A
	Dark Fiber Cross Connect - Loop Zone 3			N/A	N/A	N/A
	Dark Fiber - Interoffice Inquiry Zone 1		NR9D6	N/A	$447.77	N/A
	Dark Fiber - Interoffice Inquiry Zone 2		NR9D6	N/A	$447.77	N/A
	Dark Fiber - Interoffice Inquiry Zone 3			N/A	N/A	N/A
	Routine Modifications					
		Routine Modifications of Existing Facilities Change	N3RUE	NA	ICB	NA
	800 Database					
	per query			$0.0040	N/A	N/A
SERVICE ORDER (does not apply to the rate elements listed on the "SBC Nevada Supplemental Non-Recurring Charges" price list)						
	Simple Manual					
	New		NRBUR	N/A	$ 49.80	N/A
	Disconnect		NRBUX	N/A	$ 45.09	N/A

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Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
Change	NRBUP	N/A	$ 48.50	N/A
Record	NRBUV	N/A	$ 33.54	N/A
Complex Manual				
New	NRBUQ	N/A	$ 113.82	N/A
Disconnect	NRBUW	N/A	$ 42.40	N/A
Change	NRBUO	N/A	$ 100.17	N/A
Record	NRBUU	N/A	$ 33.64	N/A
Electronic Simple				
All	NR9GZ, NR9GG, NR9GU	N/A	$ 6.55	N/A
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION		**USAGE**		
Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU		**$ 0.0007**		
OTHER				
OS/DA [Non-UNE]				
Directory Assistance				
Rate per call		$ 0.37000	NA	
Express Call Completion Rate Per Call		$ 0.15000	NA	
Directory Assistance (nationwide listing service) Rate Per Call		N/A	NA	
Branding - Facility Based	BRAND			
- Initial Load		NA	$ 1,800.00	
- Subsequent Load		NA	$ 1,800.00	
Call Set-up Rate per attempted or completed ECCS call		$ 0.0057	NA	
Directory Assistance-Facilities Based Rate Reference-Initial Load		NA	$ 2,200.00	
Directory Assistance-Facilities Based Rate Reference-				
Subsequent Rater Load or Reference Load		NA	$ 1,000.00	
Directory Assistance Listing Information Services				
per listing for Initial load		$ 0.086615	NA	
per listing for subsequent updates		$ 0.086615	NA	
Lata-Wide Call Completion				
Rate per MOU for each completed ECCS call		$ 0.0120	NA	
Operator Services				
Fully Automated Call Processing				
Rate per completed automated call		$ 0.15	NA	
Operator Assisted Call Processing (Per work second)		$ 0.03000	NA	
Branding - Facility Based	BRAND			
- Initial Load		NA	$ 1,800.00	
- Subsequent Load		NA	$ 1,800.00	
Call Set-up Rate per attempted or completed ECCS call		$ 0.0057	NA	
Operator Services-Facilities Based Rate Reference-Initial Load		NA	$ 2,200.00	
Operator Services-Facilities Based Rate Reference-				
Subsequent Rater Load or Reference Load		NA	$ 1,000.00	
MISCELLANEOUS				
Lata-Wide Call Completion				
Rate per MOU for each completed ECCS call		$ 0.0120	NA	
Local Exchange Routing Guide (LERG) Per NXX		NA	NA	
NXX Migration				
Migration charge/NXX		NA	NA	
Intercompany Terminating Compensation				
Port Charge (Residence)		$ 1.25	NA	
Port Charge (Business)		$ 1.75	NA	
Slamming investigation fee		NA	NA	
Message Exchange				
ME 3rd Party Host--Facility CLEC				
CLEC Billing Charge (per message)		$ 0.05		
SBC Nevada Billing Charge (per message)		$ 0.05		
SBC Nevada Settlement Charge (per message)		$ 0.16		
ME PB Host--Facility CLEC				
Set-Up Charge				$8,500.00
SBC Nevada Monthly Charge		$1,200.00		
SBC Nevada Message Processing Rate (per message)		$0.014		
SBC Nevada Replacement Tape Fee (per tape)		$ 50.00		
SBC Nevada Consulting/Training Fee (per hour)		$80.00		
LEC Billing Rate		ICB		
CLEC Billing Rate (per message)		$0.05		
ME 3rd Party or No Host--Resale/UNE CLEC				
CLEC Billing Charge (per message)		$ 0.05		NA
SBC Nevada Settlement Charge (per message)		$ 0.16		
ME PB Host--Resale/UNE CLEC				
Set-Up Charge				$4,250.00
SBC Nevada Monthly Charge		$600.00		
SBC Nevada Message Processing Rate (per message)		$0.014		
SBC Nevada Message Packaging Rate (per message)		$0.011		
SBC Nevada Replacement Tape Fee (per tape)		$ 50.00		
SBC Nevada Consulting/Training Fee (per hour)		$80.00		

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Nevada				Recurring	Non-Recurring	
			USOC		Initial	Add'l
		LEC Billing Rate		ICB		
		CLEC Billing Rate (per message)		$0.05		
MAINTENANCE OF SERVICE CHARGES					First Half-Hour	Each Addl. Half-Hour
	Basic Time			N/A	$62.64	$34.11
	Overtime			N/A	$69.14	$40.61
	Premium Time			N/A	$94.22	$47.10
TIME & MATERIAL CHARGES					First Half-Hour	Each Addl. Half-Hour
	Basic Time			N/A	$55.03	$34.11
	Overtime			N/A	$61.53	$40.61
	Premium Time			N/A	$68.04	$47.10
Poles and Duct (Structure)				Annual		
	Poles ($/attachment/yr.)*			$ 1.26		
	Per Foot Conduit Occupancy Fees					
	Inner Duct ($/ft/yr.)			$ 0.87		
	Full Duct ($/ft/yr)			$ 0.87		
					Non recurring	
	Contract Administration Fee				$ 125.00	
	Administrative Record-Keeping Fee				$ 125.00	
	*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.					
	All Non-Recurring Charges are final prices (PUCN docket nos. 99-12033 & 00-4001)					
@	See Supplemental Rate Sheet for Non-Recurring Charges					
**	The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					

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NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
OTHER RESALE		***Resale Discounts***		
		Recurring	Non recurring	
Universal Lifeline Service				
- Rates and Charges				
- Rate per month for each ULS access line:				
- Individual Line Flat Rate Lifeline Res. Service		18.05%	NA	
- Two-Party Line Flat Rate Lifeline Res. Service		18.05%	NA	
- Individual Line Standard Measured Lifeline		18.05%	NA	
Residence Service		18.05%		
- Individual Line Low Use Measured Lifeline		18.05%	NA	
Residence Service		18.05%		
- Suburban Primary Station Lifeline Residence		18.05%	NA	
Service		18.05%		
- Farmer Line Lifeline Residence Service		18.05%	NA	
Call Restriction				
- Rates and Charges				
- each residence exchange line		18.05%	NA	
- each trunk and business exchange line		18.05%	NA	
900 Call Blocking				
- Rates and Charges				
- Add 900 Call Blocking- Residence				
- Call Blocking				
- Individual Line Flat Rate Residence Service				
- Subsequent Request		NA	18.05%	
- Individual Line Measured Rate Res. Service				
- Subsequent Request		NA	18.05%	
- Add 900 Call Blocking- Business				
- Call Blocking				
- Business Service Flat Rate				
- per line		NA	18.05%	
-Call Blocking				
- Business Service Measured Rate				
- per line		NA	18.05%	
Listing Services				
- Rates and Charges				
- Additional Listings and Lines of Information				
- Listing Type				
- Each business listing		18.05%	NA	
- Any individual residing at a residence, listed				
at the residence, each listing		18.05%	NA	
- Listing of guest of hotel, each listing		18.05%	NA	
- Reference to service of same subscriber,				
each listing		18.05%	NA	
- Reference to service of another subscriber,		18.05%		
each listing		18.05%	NA	
- Other information in addition to a listing,		18.05%		
each line		18.05%	NA	
- Non-Published Service		18.05%		
- Each Service		18.05%	NA	
OS/DA Reseller				
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	
RESALE				
Elements for new and additional service,				
move and changes and in place				
connections. (BUSINESS)				
- Service Ordering Charge, per customer request:				
- Connecting new or additional central office line		18.05%	NA	
- Move/chg. svc./equip.,or add new or additional		18.05%	NA	
svc./equip. (other than central office line)				
- Move/chg. svc./equip.or add new or additional		18.05%	NA	
svc./equip. associated with CCS or CC2000 ftrs.				
- Central Office Line Connection Charge, per line:				
- Local Central Office		18.05%	NA	
- Contiguous Foreign Exchg./Foreign Prefix Svc.		18.05%	NA	
- Noncontiguous Foreign Exchange		18.05%	NA	
- Premises Visit Charge- each visit		18.05%	NA	
Elements for new and additional service,				
move and changes and in place				
connections. (RESIDENCE)				
- Service Ordering Charge, per customer request:		18.05%	NA	
- Connecting new or additional central office line		18.05%	NA	
- Move/chg. svc./equip., or add new or additional				
svc./equip. (other than central office line)		18.05%	NA	
- Move/chg. svc./equip., or add new or additional				
svc./equip. associated with CCS or CC2000 ftrs				
- Central Office Line Connection Charge, per line:		18.05%	NA	
- Local Central Office[1]		18.05%	NA	
- Contiguous Foreign Exchg./Foreign Prefix Svc.		18.05%	NA	
- Noncontiguous Foreign Exchange		18.05%	NA	
Other Equipment and Facilities				
- Charges for moving, rearranging, or changing of				
equip., apparatus, or facilities, other than provided				
in this Section, will be an amount equal to the cost of				
labor and material.		0%	NA	

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Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
MOVE AND CHANGE CHARGES				
Cust. requested Number Chg. (BUSINESS)				
- First Primary Service Line of each account		NA	18.05%	
- Each Additional Primary Service Line of same account on same order		NA	18.05%	
Cust. requested Number Chg. (RESIDENCE)				
- First Primary Service Line of each account		NA	18.05%	
- Each Additional Primary Service LIne of same account on same order		NA	18.05%	
SERVICE CONNECTION CHARGES				
New and Additional Complex Business Svc.				
- Primary Service, each line:				
- Local and Extended Area Service				
- TAS trunk line service or Answering line		NA	18.05%	
- Tie line (same premises)		NA	18.05%	
- Custom Data Service, each line		NA	18.05%	
- Foreign Exchange Service, Contiguous, each line				
- TAS trunk line service or Answering lines		NA	18.05%	
- Foreign Exchange Svc., Noncontiguous, each line				
- TAS trunk line service or Answering lines		NA	18.05%	
- Foreign Prefix Svc. in same exchange, each line				
- TAS trunk line service or Answering lines		NA	18.05%	
- Extension Line; PBX, Horizon, ACD and TAS				
Station Line Service; Secretarial Line Service:				
- Off-premises, in the same bldg. or different bldg. on continuous property				
- Extension Line		NA	18.05%	
- PBX, TAS, Horizon, or ACD Line		NA	18.05%	
- Secretarial Line		NA	18.05%	
- Off-premises, on noncontinuous property in the same central office serving area, each line				
- Extension Line		NA	18.05%	
- PBX, TAS, ACD, or Horizon line		NA	18.05%	
- Tie line		NA	18.05%	
- Secretarial line, Extension of an individual access line or trunk		NA	18.05%	
- Secretarial Line, Extension of a PBX line, ACD line or Horizon line		NA	18.05%	
- Off-premises in a different central office serving area in the same exchange or contiguous Foreign Exchange Area, each line				
- Extension line		NA	18.05%	
- PBX, TAS, ACD, Horizon line or Tie line		NA	18.05%	
- Secretarial line - Extension of an individual access line or trunk		NA	18.05%	
- Secretarial line - Extension of a PBX line, ACD line or Horizon line		NA	18.05%	
New and Additional Complex Residence Service				
- Primary Service, each line:				
- Local and Extended Area Service				
- Individual access line, Trunk line service		NA	18.05%	
- Custom Data Service, each line		NA	18.05%	
- Foreign Exchange Service, Contiguous, each line				
- Individual access line, Trunk line service		NA	18.05%	
- Foreign Exchange Svc., Noncontiguous, each line				
- Individual access line, Trunk line service		NA	18.05%	
- Foreign Prefix Svc. in same exchange, each line				
- Individual access line, Trunk line service		NA	18.05%	
- Extension Line; PBX Primary Line; Secretarial Line Service				
- On and off premises in the same bldg. or different bldg. on continuous property, each line				
- Extension line		NA	18.05%	
- PBX line		NA	18.05%	
- Secretarial line		NA	18.05%	
- Off-premises on noncontinuous property in the same central office service area, each line				
- Extension line		NA	18.05%	
- PBX line		NA	18.05%	
- Secretarial line		NA	18.05%	
- Off-premises in a different central office serving area in the same exchange or contiguous foreign exchange area, each line				
- Extension line		NA	18.05%	
- PBX line		NA	18.05%	
- Secretarial line		NA	18.05%	
EXCHANGE SERVICES				
FOREIGN EXCHANGE (FX) SERVICES				
Foreign Exchange Rates and Charges				
- Foreign Exchange Mileage Rate				
- Each one-half mile or fraction thereof-				
- Each individual flat rate PBX business trunk		18.05%	NA	
- Each individual flat rate line primary station- Res. and Bus.		18.05%	NA	
LOCAL EXCHANGE SERVICES				
Measured Rate Service				
- Local Exchange Measured Rate Service				
- Rates and Charges				
- Rate per month for each primary individual line service (for all SBC Nevada exchanges unless otherwise noted):				

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Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Individual Measured Res. or Bus. Service		18.05%	NA	
- Individual Measured Business Service		18.05%	NA	
- Individual Standard Measured Residence Svc.		18.05%	NA	
- Individual Low Use Measured Residence Svc.		18.05%	NA	
- Usage rate schedule				
- The day rate applies to the following:				
- Initial minute		18.05%	NA	
- Additional minute		18.05%	NA	
- The evening rate applies to the following:			NA	
- Initial minute		18.05%	NA	
- Additional minute		18.05%	NA	
- The night rate applies to the following:			NA	
- Initial minute		18.05%	NA	
- Additional minute		18.05%	NA	
- Switched 56 Data Service				
- Rates and Charges				
- Each SW-56 equipped line or trunk				
- Datapath/TCM - 2-wire local		18.05%	18.05%	
- Datapath Extension (DPX) - 2-wire remote		18.05%	18.05%	
- Office Channel Unit Dataport/Control Mode				
Idle - 4-wire local		18.05%	18.05%	
- Office Channel Unit Dataport/Control Mode				
Idle - 4-wire remote		18.05%	18.05%	
Flat-Rate Service				
- Local Exchange Flat-Rate Service				
- Rates and Charges				
- Rate per month for each primary individual and				
party line service:				
- Individual Line Flat Rate Business Service		18.05%	NA	
- Individual Line Flat Rate Residence Service		18.05%	NA	
- Individual Line Flat Rate Business Service -				
Without Telephone		18.05%	NA	
- Individual Line Flat Rate Residence Service -				
Without Telephone		18.05%	NA	
- Two-Party Line Flat Rate Business Service		18.05%	NA	
- Two-Party Line Flat Rate Residence Service		18.05%	NA	
- TeenLine				
- Rates and Charges				
- TeenLine		18.05%	NA	
Local Service Options				
- Farmer Line Service				
- Rates and Charges				
- Rate per month for each station				
- Farmer Line Business Service		18.05%	NA	
- Farmer Line Residence Service		18.05%	NA	
- Suburban Service				
- Rates and Charges				
- Each suburban primary station service				
- Suburban service- business		18.05%	NA	
- Suburban service- residence		18.05%	NA	
- Suburban Mileage				
- Reno and Carson City Exchanges				
- All customer's locations within one mile of the base rate area of special rate area		NA	NA	
- All additional customer locations		NA	NA	
- All exchanges except Reno and Carson City				
- All the customer's locations within one mile of the				
base rate area of special rate area		NA	NA	
- All additional customer locations		NA	NA	
Interoffice Mileage Rates				
-Mileage rates- per month				
- Mileage between Central Offices of Exchange for				
each individual residence or business service:				
- First One-Quarter Mile or Fraction of Quarter				
Mile		18.05%	NA	
- Each additional Quarter Mile or Fraction of				
Quarter Mile		18.05%	NA	
PRIVATE BRANCH EXCHANGE TRUNKS				
Private Branch Exchange Trunks				
- Rates per month				
- Mileage between COs of exchange				
- First one-quarter mile or fraction thereof				
- Each PBX trunk line equipped		18.05%	NA	
- Each additional quarter mile or fraction thereof				
- Each PBX trunk line equipped		18.05%	NA	
Measured Rate Trunks				
- Rates and Charges				
- Rates apply to each trunk line equipped				
- 2-wire monthly rate (all applicable exchanges)		18.05%	NA	
- 4-wire monthly rate (all applicable exchanges)		18.05%	NA	
Flat Rate Trunks				
- Rates and Charges				
- 2-wire monthly rate (all applicable exchanges)		18.05%	NA	
- 4-wire monthly rate (all applicable exchanges)		18.05%	NA	
Direct-in-Dialing (DID) to PBX Systems				
- Rates and Charges				
- DID service				
- Group of DID Numbers				
- 20 numbers		18.05%	18.05%	
- 60 numbers		18.05%	NA	
- 100 numbers		18.05%	NA	
- Additional Group of numbers				
- 20 numbers		18.05%	18.05%	
- 60 numbers		18.05%	NA	
- 100 numbers		18.05%	NA	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
Two-way Operation to PBX Systems (DID/DOD)				
-Rates and Charges				
- Two-way Operation				
- Group of DID/DOD Numbers				
- 20 numbers		18.05%	18.05%	
- 60 numbers		18.05%	NA	
- 100 numbers		18.05%	NA	
- Additional Group of DID/DOD numbers				
- 20 numbers		18.05%	18.05%	
- 60 numbers		18.05%	NA	
- 100 numbers		18.05%	NA	
PREMIUM EXCHANGE SERVICES				
Extension Service				
Remote Call Forwarding				
- Rates and Charges				
- The following rates are for Remote Call Forwarding Service and are in addition to Charges and Rates for equipment with which it is used.				
- First access path				
- Intrastate Inter-Service Area flat rate bus.		18.05%	NA	
- Interstate flat rate business		18.05%	NA	
- Intrastate Inter-Service Area flat rate res.		18.05%	NA	
- Interstate flat rate residence		18.05%	NA	
- Intra-Service Area flat rate business		18.05%	NA	
- Intra-Service Area flat rate residence		18.05%	NA	
- Additional access path			NA	
- each, Local		18.05%	NA	
- each, Toll		18.05%	NA	
Premiere Communications Service				
- Rates and Charges - Premiere 6				
- The rates and charges following are for Premiere 6 only and are in addition to the applicable service connection charges, monthly rates and non-recurring charges for equipment with which they are associated.				
- Basic Features, Premiere 6				
- Each line		18.05%	NA	
- Optional Line Features				
- Premiere 6 Call Waiting- each line		18.05%	NA	
- Premiere 6 Call Forwarding- each line		18.05%	NA	
- Premiere 6 Alternate Answering- each line		18.05%	NA	
- Optional Group Features				
- Premiere 6 Convenience Dialing- each Premiere 6 group		18.05%	NA	
- Premiere 6 Distinctive Ringing- each Premiere 6 group		18.05%	NA	
- Premiere 6 Outward WATS Access- each Premiere 6 group		18.05%	NA	
- Premiere 6 800 Service Access- each Premiere 6 group		18.05%	NA	
- Service Charges				
- Establishment of Service				
- Same time as associated access line(s)				
- Subsequent to establishing associated line		NA	18.05%	
- Service Charges below are applicable to the following changes in an established Premiere group. These rates and USOCs apply to both **Business and Residence**, except 800 Service.				
- Addition of optional feature(s) to an existing Premiere group- each group		NA	18.05%	
- Changes to the customer specified para-meters associated with Premiere Alternate Answering- each line		NA	18.05%	
-Changes requested by the customer in the intercom designation code associated with Premiere Intercom- each line		NA	18.05%	
- Add a line to a Premiere group- each line		NA	18.05%	
- Change or remove a line from a Premiere group- each line		NA	18.05%	
- Change from Premiere 6 to Premiere 20- each line		NA	18.05%	
- Install Outward WATS/800 Service Access, each System		NA	18.05%	
- Measured Service				
- Rates and Charges - Premiere 20				
- The rates and charges following are for Premiere 20 only and are in addition to the applicable service connection charges and monthly rates for the access line with which they are associated.				
- Basic Features, Premiere 20- each line		18.05%	NA	
- Optional Line Features				
- Premiere 20 Call Waiting- each line		18.05%	NA	
- Premiere 20 Call Forwarding- each line		18.05%	NA	
- Premiere 20 Alternate Answering- each line		18.05%	NA	
- Premiere 20 Convenience Dialing- each line		18.05%	NA	
- Optional Group Features				
- Premiere 20 Distinctive Ringing- each group		18.05%	NA	
- Premiere 20 Outward WATS/800 Access-				
- WATS Access				
- each access code		18.05%	NA	
- 800 Service Access				
- each 800 Service Line		18.05%	NA	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Premiere 20 Additional Call Pickup Group				
- each additional group		18.05%	NA	
Hunting Service				
- Rates and Charges[1,2,3]				
- Hunting Service, each line in a hunt group				
- Series Complete		18.05%	NA	
- Circular		18.05%	NA	
- Preferential		18.05%	NA	
- Uniform Call Distribution		18.05%	NA	
Direct Connect				
- Rates and Charges				
- each line		18.05%	18.05%	
Confinement Services Offered by SBC Nevada				
- Rates and Charges				
- Rate Periods and Rate Discounts				
- Mileage and Corresponding Rates for Initial				
Minute and each Additional Minute.				
- Rate Mileage				
- 0-10 Initial Minute		18.05%	NA	
- 11-22 Initial Minute		18.05%	NA	
- 23-55 Initial Minute		18.05%	NA	
- 56-124 Initial Minute		18.05%	NA	
- 125-Plus Initial Minute		18.05%	NA	
- Operator Assisted Messages				
- Operator Assisted Station		18.05%	NA	
- Operator Assisted Person		18.05%	NA	
- Station Service and Person Service				
JOINT USER SERVICE				
- Regulations				
- the following rates apply in addition to the rates				
and charges for the facilities and all other				
service provided.				
- joint user service is not furnished in connection				
with residence telephone service or farmer line				
service.				
- Rates and Charges				
- Rate per month for each joint user service:				
- Individual Party or Answering Line Service				
- all exchanges		18.05%	NA	
- PBX or Cord-Operated Answering Service				
- all exchanges		18.05%	NA	
DIRECTORY SERVICES				
Local Directory Assistance Service				
-Rates and Charges				
- Direct dialed calls to Directory Assistance				
- Each call exceeding the Call Allowance		0.15%	NA	
- Operator Assisted Calls to Directory Assistance				
- Each operator assisted call exceeding the				
allowance (from Direct Dial Access stations)		0.15%	NA	
- Each operator assisted call exceeding the				
allowance (from Non-Direct Dial Access stations)		0.15%	NA	
OPERATOR SERVICES				
Local Operator Verification/ Interrupt Service				
- Rates and Charges				
- Verification		0.15%	NA	
- Combination of a verification and interruption of a				
conversation		0.15%	NA	
Operator Assisted Local Calls				
- Dial Station Message Toll Charges for the lowest				
rate step (0-10 miles), plus the appropriate Operator				
Service Charge, as set forth in Tariff A.6, apply to				
local calls placed with the assistance of a Utility				
operator.				
MESSAGE TELECOMMUNICATION SERVICE				
STANDARD SERVICE OFFERINGS				
Two-Point Message Telecommunication Service				
- Rates and Charges - Message Toll Rate - Reno LATA				
- Rate Periods and Rate Discounts				
- Monday thru Friday				
- day rate (8:00 am to 5:00 pm) = 0% discount.				
- evening rate (5:00 pm to 11:00 pm)= 25% disc.				
- night rate (11:00 pm to 8:00 am) = 50% discount.				
- Saturday, night rate, all hours = 50% discount.				
- Sunday[2]				
- night rate (8:00 am to 5:00pm) = 50% discount.				
- evening rate (5:00 pm to 11:00 pm) = 25% disc.				
- night rate (11:00 pm to 8:00 am) = 50% discount.				
- Mileage and Corresponding Rates for Different				
Classes of Service - Day Rate Period				
- Residence - Dial Station-to-Station				
- Rate Mileage				
- 0-10				
- initial minute		18.05%	NA	
- each additional minute		18.05%	NA	
- 11-22				
- initial minute		18.05%	NA	
- each additional minute		18.05%	NA	

TBD - To be Determined
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NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- 23-55				
- initial minute		18.05%	NA	
- each additional minute		18.05%	NA	
- 56-124				
- initial minute		18.05%	NA	
- each additional minute		18.05%	NA	
- 125-plus				
- initial minute		18.05%	NA	
- each additional minute		18.05%	NA	
-Business and assisted types of calls				
- Rate Mileage				
- 0-10				
- initial minute		18.05%	NA	
- each additional minute		18.05%	NA	
- 11-22				
- initial minute		18.05%	NA	
- each additional minute		18.05%	NA	
- 23-55				
- initial minute		18.05%	NA	
- each additional minute		18.05%	NA	
- 56-124				
- initial minute		18.05%	NA	
- each additional minute		18.05%	NA	
- 125-plus				
- initial minute		18.05%	NA	
- each additional minute		18.05%	NA	
- Operator Assisted Messages				
- In addition to the Dial Station-to-Station Rate, the				
following service charges are applicable as outlined				
in Regulations section A6.2.1.B.6.				
- Customer Dialed Calling Card		18.05%	NA	
- Operator Assisted Calling Card		18.05%	NA	
- Operator Assisted Station		18.05%	NA	
- Operator Assisted Person		18.05%	NA	
- Coin Station Service and Coin Person Service				
- The charge for a call paid for by coin deposit in a				
public coin telephone is the sum of the				
Business two-point message rates, operator				
assisted service charge and federal tax, rounded to the nearer multiple of $.05.				
Toll Stations				
- Rates and Charges				
- Individual Access Lines and Primary Station Service				
- Individual access line		18.05%	NA	
- Extension Station Service Line				
- Where located off the premises on which the				
primary service point is located.				
- Installation charge		NA	0%	
- Monthly rate				
Message Toll Telephone Service				
- See this tariff for a complete list of rate centers and				
Central Offices in the State of Nevada, together with				
V-H coordinates for use in determining air-line mileages				
for message toll telephone service and measured				
exchange service.				
Toll Service - Station Service				
- Rates				
- Each business or residence toll service-station,				
per year		18.05%	NA	
- Interconnection of two toll service-station lines				
terminating at same toll station or toll switchboard,				
each message		18.05%	NA	
- Messages between toll service-stations and the toll				
station or toll switchboard to which they are				
connected, each message		18.05%	NA	
OPTIONAL CALLING PLANS				
Dial One Metro				
- Rates and Charges				
- Dial One Metro - Residence				
- From EAD 1 to EADs 2, 3, 4, per billing account		18.05%		
- Non-recurring[1]			18.05%	
- From EAD 2 to EADs 1, 3, 4, per billing account		18.05%		
- Non-recurring[1]			18.05%	
- From EAD 3 to EADs 1, 2, 4, per billing account		18.05%		
- Non-recurring[1]			18.05%	
- From EAD 4 to EADs 1, 2, 3, per billing account		18.05%		
- Non-recurring[1]			18.05%	
- Dial One Metro - Business				
- From EAD 1 to EADs 2, 3, 4, per billing account		18.05%	NA	
- Non-recurring[1]			18.05%	
- From EAD 2 to EADs 1, 3, 4, per billing account		18.05%		
- Non-recurring[1]			18.05%	
- From EAD 3 to EADs 1, 2, 4, per billing account		18.05%		
- Non-recurring[1]			18.05%	
- From EAD 4 to EADs 1, 2, 3, per billing account		18.05%		
- Non-recurring[1]		NA	18.05%	
- Dial One Metro or Equivalent[2]				
- From Rural Telephone Company prefix 969 to				
EAD 7		18.05%	18.05%	

TBD - To be Determined
NRO - Nonrecurring only
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NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
WIDE AREA TELECOMMUNICATION SVC. (WATS)				
OUTWARD WATS AND 800 SERVICE				
Outward WATS and 800 Service				
- Charges and Rates				
- Installation Charge				
- an access line will be furnished at the service connection charges or multi-element service charges equivalent to that of a business individual access line as shown in NE A3.				
- Extension Station Lines				
- Extension station lines are charged for at the rates specified for in Private Line Service in Tariff PL B3.				
- Move and Change Charge				
- Move or change an outward statewide access line		NA	18.05%	
- Move or change an outward intraLATA access line		NA	18.05%	
- Move or change an 800 access line		NA	18.05%	
Outward WATS				
- Rates and Charges				
- Access Rates				
- Statewide (Band 8)				
- Access line, each[1]		18.05%	NA	
- IntraLATA only (Band 9), within the customer's serving LATA				
- Access line, each		18.05%	NA	
- InterLATA only (Band 11), outside the customer's serving LATA				
- Access line, each		18.05%	NA	
- Monthly Usage Rates				
- Average Hours of Use per Line - Outward WATS				
- 0 - 15		18.05%	NA	
- 15.1 - 40		18.05%	NA	
- 40.1 - 80		18.05%	NA	
- over 80		18.05%	NA	
800 Service				
- Rates and Charges				
- Access Rates - Statewide				
- Access Line, each		18.05%	NA	
- Monthly Usage Rates - Statewide				
- Hours of Usage				
- Business Day, Monday thru Friday, 9a.m. to 9p.m.		18.05%	NA	
- Off Peak, All Other Hours		18.05%	NA	
CENTRAL OFFICE SERVICES				
TELEPHONE ANSWERING SERVICE				
Secretarial Answering Service				
- Rates and Charges				
- Each secretarial extension line, extension of a trunk line, PBX or CENTREX cord-operated equipment or key equipment.				
- Charge as appropriate for an extension line, PBX or CENTREX extension line plus the following mileage:				
- 1/4 to 3/4 miles, flat rate				
- each extension line		18.05%	NA	
- 4/4 to 7/4 miles, flat rate				
- each extension line		18.05%	NA	
- over 7/4 miles, flat rate				
- each extension line		18.05%	NA	
MISCELLANEOUS SERVICE OFFERINGS				
MILEAGE CHARGES				
Extension Lines				
- Rates and Charges				
- Apply to each extension, PBX, order receiving equipment and key equipment station line.				
- No mileage charge applies where the terminals are in different buildings on continuous property where the remote building is within 300 feet from the primary station or PBX switchboard. (A10.2.1.B.7)				
- Terminals are in different buildings on continuous property and located beyond 300 feet from the primary station. (See A10.2.1.B.7)				
- Each one-quarter mile or fraction thereof-				
- Each extension station		18.05%	NA	
- Each PBX station		18.05%	NA	
- Terminals are on noncontinuous property within the same exchange. (See A10.2.1.B.8 & A10.2.1.B.9)				
- Each extension station line or key equipment station line, per local loop (1 required per line)		18.05%	NA	
- Each private branch exchange station line or order receiving equipment line, per local loop (2 required per line)		18.05%	NA	
- Terminals are on nocontinuous property between contiguous exchanges. (See A10.2.1.B.8 & B.9)				
- First one-quarter mile or fraction thereof-				
- Each PBX station		18.05%	NA	
- Each extension station		18.05%	NA	
- Each additional one-quarter mile or fraction there-of-				

TBD - To be Determined
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ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Each PBX station		18.05%	NA	
- Each extension station		18.05%	NA	
- Where all of the following conditions prevail, cable				
charges based on estimated cost may be applied				
in lieu of mileage charges:				
- for one customer;				
- served by dedicated cable between premises				
of same customer on noncontinuous property;				
- minimum cable capacity of 100 pairs and less				
than on airline mile in length.				
- Each dedicated cable				
- basic termination charge		NA	0%	
- rate per month		0%	NA	
- Service Area Transmission Equipment				
- installation charge		NA	0%	
- rate per month		0%	NA	
- expense incurred by the Utility to meet				
transmission and/or signaling requirements.				
Tie Line Service				
- Rates and Charges				
- Each Tie Line between PBX or Intercommunicating				
Systems on Different Premises, Different Central				
Office, Each Loop (2 required)		18.05%	NA	
- Each Tie Line between PBX or Intercommunicating				
Systems on Different Premises, Same Central Office,				
Each Loop (2 required)		18.05%	NA	
MISCELLANEOUS SWITCHING ARRANGEMENTS				
Arrangements for Night, Sunday, and Holidays				
- Rates and Charges				
- Termination in Central Office, With Night Listing for				
Private Branch Exchange System:				
- each terminal		18.05%	NA	
Multiple Line Control Arrangements				
- Rates and Charges				
- First 6 Lines of a Group		18.05%	18.05%	
- Each Additional Line of Same Group		18.05%	18.05%	
TOLL RESTRICTION SERVICES				
Toll Diversion				
- Rates and Charges				
- Changes in Telephone Prefixes and Codes:				
Each change in diverting equipment arrangement				
or call control equipment to divert or not divert calls				
to one or more telephone prefixes or codes:				
- For each Group of Trunks having the same				
diverting arrangement		NA	18.05%	
- Access Code Diverting Service:				
- Each central office arrangement of a trunk of a dial				
PBX system to divert access code "0" or "1"		18.05%	18.05%	
DISCRETIONARY EXCHANGE SERVICES				
CUSTOM CALLING 2000				
- Rates and Charges				
- Feature Rates				
- Call Management Features				
- Call Trace, residence				
- initial charge				
- each occurrence		18.05%	NA	
- Call Trace, business				
- initial charge				
- each occurrence		18.05%	NA	
- Caller ID, residence				
- per line		18.05%	NA	
- Caller ID, business				
- per line		18.05%	NA	
- Call Return, residence				
- per line		18.05%	NA	
- Call Return, business				
- per line		18.05%	NA	
- Repeat Dialing, residence				
- per line		18.05%	NA	
- Repeat Dialing, business				
- per line		18.05%	NA	
- Privacy Features				
- Per Call Blocking, residence				
- per line		NA	NA	
- Per Call Blocking, business				
- per line		NA	NA	
- Per Line Blocking, residence				
- per line		NA	NA	
- Blocked Call Rejection, residence				
- per line		18.05%	NA	
- Blocked Call Rejection, business				
- per line		18.05%	NA	
- Screen List Editing Features				
- Call Screen, residence				
- per line		18.05%	NA	
- Call Screen, business				
- per line		18.05%	NA	

TBD - To be Determined
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NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Priority Ringing, residence				
- per line		18.05%	NA	
- Priority Ringing, business				
- per line		18.05%	NA	
- Select Call Forwarding, residence				
- per line		18.05%	NA	
- Select Call Forwarding, business				
- per line		18.05%	NA	
- Multi-feature discounts				
- Multi-feature discount rates will apply when ordering the following CC2000 features:				
- Caller ID, Call Screen, Call Return, Repeat Dialing, Priority Ringing, Select Call Forwarding, and Blocked Call Rejection.				
- Multi-feature discounts apply to both Residence and Business features.				
- One feature, current discount is 0%				
- Two or more features, current discount is 25%				
EXPRESS CALL COMPLETION SERVICE (ECCS)				
- Rates and Charges				
- Per affirmative activation, per call		18.05%	NA	
PRIMARY RATE ISDN (PRI)				
- Rates and Charges				
- Primary Rate Interface[1,2]				
- 23B+Primary D interface, Each				
- Month-to-Month		18.05%	18.05%	
- 3 - year		18.05%	18.05%	
- 5 - year		18.05%	18.05%	
- Additional interfaces				
- 24B interface, Each				
- Month-to-Month		18.05%	18.05%	
- 3 - year		18.05%	18.05%	
- 5 - year		18.05%	18.05%	
- 23B+Back-up D interface, Each				
- Month-to-Month		18.05%	18.05%	
- 3 - year		18.05%	18.05%	
- 5 - year		18.05%	18.05%	
- Optional Features[1]				
- Alternate Route, each route		18.05%	18.05%	
- PRI - NET, each PRI interface and Centrex		18.05%	18.05%	
- Non-PRI Foreign Exchange/Foreign Prefix Connection, each path/each telephone number		18.05%	18.05%	
- PRI Subgroup, each subgroup		18.05%	18.05%	
- Private Facility Connection, each facility group/ trunk group connected		18.05%	18.05%	
- User to User Information, each PRI interface		18.05%	18.05%	
- Change Charges				
- PRI Miscellaneous Change Charge				
- Each affected PRI serving arrangement		NA	18.05%	
OPTIONAL DISCOUNT TOLL CALLING PLANS				
- Rates and Charges				
- Comstock Plan - Residence				
- Monthly Toll Usage Revenues				
- $0 - $49.99				
- per minute rate is not changed				
- $50.00 and above, per minute rate				
- per minute rate		18.05%	NA	
- Bonanza Plan - Business				
- Monthly Toll Usage Revenues				
- $0 - $14.99				
- per minute rate is not changed				
- $15.00 - $49.99				
- per minute rate		18.05%	NA	
- $50.00 - $249.99				
- per minute rate		18.05%	NA	
- $250.00 and above				
- per minute rate		18.05%	NA	
- Optional Term Discounts - Business				
- 1- Year Term= Additional 5%		18.05%	NA	
- 2- Year Term= Additional 10%		18.05%	NA	
- 3- Year Term= Additional 15%		18.05%	NA	
PRIVATE LINE SERVICES				
CHANNELS				
Charges.				
- Channel Termination for Telephone Sets:				
- Each move or change of a channel termination		NA	18.05%	
- Channels for remote metering, Supervisory Control and Miscellaneous Signaling Purposes.				
- Each change in location of a termination of a channel made on same premises at the customer's request		NA	18.05%	
- Change of Channel Termination where Customer-Owned Teletypewriter of Morse Station Eq. is used.				
- Each termination moved or changed on the same premises at the customer's request		NA	18.05%	
- Channels for One-Way Program Transmission Networks in Connection with Loudspeakers.				
- Station channel		NA	18.05%	
- Station channel extension		NA	18.05%	

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NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Channels for Data Transmission (Schedules 0, 1, 2, 3,				
3A, 4) and Teletypewriter Channels.				
- Each termination of a channel moved or changed on				
the same premises at the customer's request		NA	18.05%	
- Moves to different premises.				
- A change of location from one premise to another will				
not be treated as a move but as a disconnect and a				
new install.				
CLASSIFICATION AND RATES				
Series 1000 Channels				
- Private Line Service and Channels for Remote Metering,				
Supervisory Control, and Miscellaneous Signaling				
- Charges and Rates				
- Local or Interexchange Private Line Channels				
- Channel between first 2 terminations on different				
premises on the same continuous property:				
- Types 1001 and 1009C:				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Types 1002 and 1005:			NA	
- Half Duplex		18.05%		
- Full Duplex		18.05%	NA	
- Type 1006				
- Half duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- CPE Termination				
- Each		NA	18.05%	
- Channel between first terminations on different				
premises on noncontinuous property:				
- Local Loop for Each First Termination				
- Types 1001 and 1009C:				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Types 1002 and 1005:				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Type 1006:				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each first termination on premises				
- CPE Termination				
- Each		NA	18.05%	
- Additional termination of the same Channel on				
different premises on the same continuous				
property as the first termination:				
- Types 1001 and 1009C: [1]				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Types 1002, 1005, and 1006:				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- CPE Termination				
- Each		NA	18.05%	
- Parallel Drop - up to 30 Bauds				
- Local Channel:, Each		18.05%	18.05%	
- Type 1009C Channels [2]				
- Each Serving Central Office Termination of an				
Outlying CPE Station (Alarmed Location)		18.05%	18.05%	
- A change in termination from 1 Channel to another				
at the customer's request will be treated as a				
new installation.				
- Station Arrangement - 150 Baud				
- The rate applies to each first termination.				
- Station Arrangement, Each		18.05%	NA	
- Channels between Exchanges (Interexchange				
Channels)				
- Each Channel Terminal for terminating a 2-point				
Channel or 2-point section of a Multipoint Channel				
in a Central Office				
- Half or Full Duplex:				
- Channel Terminal, Each		18.05%	NA	
- Interexchange channel mileage for each 2-point				
or 2-point section of a Multipoint Channel, per				
airline mile, per month:				
- Type 1001 and 1009C:				
- First 40 miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Next 210 miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each Additional Mile				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Type 1002, 1005, and 1006:				
- First 40 miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Next 210 miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each Additional Mile				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Each interexchange channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of same channel on different premises on the same continuous property as first termination, also applies.				
- Battery				
- Battery Supply Other Than Dry Cells:				
- Each A.C. or D.C. Battery Tap		18.05%	NA	
- Private Line Teletypewriter Service and Channels				
- Rates and Charges				
- Local or Interexchange Private Line Teletypewriter Channels				
- Channel between first 2 terminations on different premises on the same continuous property:				
- 60, 75, 100 Speed				
- Channel:				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- 150 Baud				
- Channel:				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- CPE Termination				
- Each		NA	18.05%	
- Channel between first terminations on different premises on noncontinuous property:				
- Local Loop for termination on a premises				
- 60, 75, 100 Speed				
- Channel:				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- CPE Termination				
- Each		NA	18.05%	
- 150 Baud				
- Channel:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination				
- Each		NA	18.05%	
- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
- 60, 75, and 100 Speed and 150 Baud				
- Channel:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination				
- Each		NA	18.05%	
- Channels between Exchanges				
- Terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office:				
- Channel Terminal:				
- Each		18.05%	NA	
- Interexchange Channel Mileage for each 2-point Channel or 2 Point Section of a Multipoint Channel per Airline Mile				
- 0-40 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Next 210 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each Additional Mile				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, Channel between first termination on different premises on the same continuous property , and additional termination on different premises on the same continuous property, also apply if applicable.				
- Station Arrangement - 150 Baud Service				
- The charge applies:				
- once to a Channel entirely on the same premises				
- to each first termination on different premises				
- Station Arrangement, Each		18.05%	NA	
-Channels for Data Transmission				
- Charges and Rates				
- Local or Interexchange Private Line Channels				
- Channel between first 2 terminations on different premises on the same continuous property:				
- Schedule O				
- Type 1001:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Schedule 1, 2, and 3				
- Types 1002 and 1005:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Schedule 3A				
- Types 1006 and 1009C:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Channel between first terminations on different premises on noncontinuous property:				
- Local Loop for each first termination on a premise.				
- Schedule O				
- Type 1001:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination				
- Each		NA	18.05%	
- Schedule 1, 2, and 3				
- Types 1002 and 1005:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination				
- Each		NA	18.05%	
- Schedule 3A				
- Types 1006 and 1009C:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination				
- Each		NA	18.05%	
- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
- Schedule O				
- Type 1001:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Schedule 1, 2, 3, and 3A				
- Types 1002, 1005, 1006 and 1009C:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Channels between Exchanges (Interexchange Channels):				
- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
- Half or Full Duplex:				
- Channel Terminal, Each		18.05%	NA	
- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
- Schedule O:				
- 0-40 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Next 210 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each Additional Mile				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Schedule 1, 2, 3, and 3A:				
- 0-40 Miles				
- Half Duplex		18.05%		
- Full Duplex		18.05%		
- Next 210 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each Additional Mile				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each channel also requires a local loop for each station location on noncontinuous property. In addition, Channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply, if applicable.				
Series 2000 Channels				
- Private Line Telephone Service and Channels				
- Charges and Rates				
- Local or Interexchange Private Line Telephone Service and Channels				
- Channel between the first 2 terminations on different premises on the same continuous property:				
- Half Duplex:				
- Type 2001, Each		18.05%	NA	
- Type 2002, Each		18.05%	NA	
- Full Duplex:				
- Type 2001, Each		18.05%	NA	
- Type 2002, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Channel between first terminations on different premises on noncontinuous property				
- Half Duplex:				
- Type 2001, Each		18.05%	NA	
- Type 2002, Each		18.05%	NA	
- Full Duplex:				
- Type 2001, Each		18.05%	NA	
- Type 2002, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
- Half Duplex:				
- Type 2001, Each		18.05%	NA	
- Type 2002, Each		18.05%	NA	
- Full Duplex:				
- Type 2001, Each		18.05%	NA	
- Type 2002, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Signaling (if required)				
- Per Local Loop or Channel		18.05%	NA	
- Channels between Exchanges (Interexchange Channels):				
- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
- Channel Terminal:				
- Each		18.05%	NA	
- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
- First 40 Miles:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- Next 210 Miles:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- Each Additional Mile:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, a Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property also apply, if applicable.				
- Where a switching arrangement is provided, each station or termination on an Interexchange Service or Channel at the switching point requires a Local Loop and Channel terminal for each of the Inter-exchange Private Lines to which it is connected and which can be operated as a separate private line.				
- Switching Arrangements (See Regulation 1.(1))				
- A charge applies at the switching point for each Local or Interexchange Private Line arranged for Switching.				
- Switching Arrangement:				
- Local Service or Channel:				
- Each		18.05%	NA	
- Interexchange Service or Channel:				
- Each		18.05%	NA	
- Private Line Services and Channels for Data Trans-mission				
- Charges and Rates				
- Local or Interexchange Private Line Channels				
- Channel between first 2 terminations on different premises on the same continuous property				
- Types 2001, 2002, and 2006:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Channel between first terminations on different premises on noncontinuous property				
- Local Loop for each first termination on a premise				
- Types 2001, 2002, and 2006:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
- Types 2001, 2002, and 2006:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Channels between Exchanges (Interexchange Channels)				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Each channel terminal for terminating a 2-point				
Channel or 2-point section of a Multipoint Channel,				
in a Central Office				
- Half or Full Duplex:				
- Channel Terminal, Each		18.05%	NA	
- Interexchange Channel mileage for each 2-point				
Channel or 2-point section of a Multipoint Channel,				
per airline mile, per month				
- Schedule 3A:				
- 0-40 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Next 210 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each Additional Mile				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each channel also requires a local loop for each				
station location on noncontinuous property.				
In addition, Channel between first terminations on different premises on the same continuous				
property, and additional termination of the				
same Channel on different premises on the same continuous property, also apply, if applicable.				
Series 3000 Channels				
- Channels for Remote Metering, Supervisory Control and				
Miscellaneous Signaling Purposes				
- Charges and Rates				
- Local or Interexchange Private Line Channels-				
Type 3001				
- Channel between first 2 terminations on different				
premises on the same continuous property				
- Type 3001:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Channel between first terminations on different				
premises on noncontinuous property				
- Local Loop for Each First Termination				
- Type 3001:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Additional termination of the same Channel on				
different premises on the same continuous				
property as the first termination				
- Type 3001:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Channels between Exchanges (Interexchange				
Channels)				
- Each channel terminal for terminating a 2-point				
or 2-point section of a Multipoint Channel in a				
Central Office				
- Half Duplex:				
- Channel Terminal, Each		18.05%	NA	
- Interexchange Channel mileage for each 2-point				
Channel or 2-point section of a Multipoint Channel,				
per airline mile, per month				
- First 40 miles				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- Next 210 Miles				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- Each Additional Mile				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- Each Interexchange Channel also requires a				
Local Loop for each station location on non-				
continuous property. If applicable, additional				
termination of the same Channel on different				
premises on the same continuous property				
as the first termination, also applies.				
- Station Arrangement - 150 Bauds				
- This charge applies:				
- once to a Channel entirely on same premises				
- to each first termination on different premises				
- Station Arrangement, Each		18.05%	NA	
- Channel conditioning arrangements may be				
provided for Type 3001 Channels with the rates				
and provisions of Tariff PL B3.3.1.				
- Signaling for Type 3001 Channels (if required)				
- Per Local Loop or Channel Arranged		18.05%	NA	
- A change in termination from 1 channel to another				
at the customer's request will be treated as a				
new installation.				
- Channels for Data Transmission				
- Charges and Rates				
- Local or Interexchange Private Line Channels-				
Schedules 3A and 4				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Channel between first 2 terminations on different premises on the same continuous property				
- Type 3001:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Type 3002:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Channel between first terminations on different premises on noncontinuous property				
- Local Loop for each first termination on a premises				
- Type 3001:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Type 3002:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
- Type 3001:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Type 3002:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- CPE Termination:				
- Each		NA	18.05%	
- Bulk Pricing (for large volumes of Type 3002) (See NOTE 4 for nonrecurring charge information)				
- Channel between first terminations on different premises on noncontinuous property				
- Local Loop for each first termination on a premises				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- Channel Terminal, Bulk Pricing:				
- Half Duplex, Each		18.05%	NA	
- Full Duplex, Each		18.05%	NA	
- Interoffice Channel Mileage Bulk Pricing for each two-point channel or two-point section of a multi-point channel, -per airline mile, per month		18.05%	NA	
- Charge to meet Bulk Pricing "minimum" channel service charge requirement				
- per channel		18.05%	NA	
- Channels between Exchanges (Interexchange Channels)				
- Each Channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
- Channel Terminal, Each		18.05%	NA	
- Interexchange channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel per airline mile, per month				
- Schedule 3A:				
- 0-40 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Next 210 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each Additional Mile				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Schedule 4:				
- 0-40 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Next 210 Miles				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each Additional Mile				
- Half Duplex		18.05%	NA	
- Full Duplex		18.05%	NA	
- Each channel also requires a local loop for each station location on noncontinuous property. In addition, channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property also apply, if applicable.				
- Signaling for Schedule 4 Channels (if required)				
- Local Loop or Channel:				
- Arranged for Signaling		18.05%	NA	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Station Arrangements - Schedule 3A				
- The rate applies:				
- once to a Channel entirely on same premises				
- to each first termination on different premises				
- Station Arrangement, Each		18.05%	NA	
- Switching Arrangements for Schedule 4 Channels are furnished with the rates and provisions of Tariff PL B3.2.2.				
- Channel Conditioning for Schedule 4 Channels is furnished with the rates and provisions of Tariff PL B3.3.1.				
- Local Area Data Channels (LADC)				
- Charges and Rates				
- Channel between first two terminations on different premises on the same continuous property.				
- Type:				
- 2-wire, Each		18.05%	NA	
- 4-wire, Each		18.05%	NA	
- Termination				
- Each		NA	18.05%	
- Channel between two terminations.				
- Local Loop for each termination.				
- Type:				
- 2-wire, Each		18.05%	NA	
- 4-wire, Each		18.05%	NA	
- Termination:				
- Each		NA	18.05%	
Other Channels				
- Bell and Lights System Attack Warning Service This service is not offered at this time.				
- Farmer Lines				
- Rates and Charges				
- Connection Charge				
- Each connection made with customer-owned facilities				
- Channel Rate - Each Channel				
- In Cable				
- Each one-quarter mile or fraction thereof, airline measurement, per year		18.05%	NA	
- Open Wire				
- First one-quarter mile or fraction thereof, airline measurement, per month		18.05%	NA	
- Each additional one-quarter mile or fraction thereof, airline measurement, per month		18.05%	NA	
OTHER FEATURES AND ARRANGEMENTS				
Classification and Rates - Channel Conditioning				
- Charges and Rates				
- Type C1, C2, and C4 Channel Conditioning				
- For the First Station in an Exchange:				
- On a 2-point Channel not arranged for Switching:				
- Type C1		18.05%	18.05%	
- Type C2		18.05%	18.05%	
- Type C4		18.05%	18.05%	
- On a 2-point Channel arranged for:				
- Switching Type C1		18.05%	18.05%	
- Multi Point Type C1		18.05%	18.05%	
- On a Multi Point Channel:				
- Type C2		18.05%	18.05%	
- For Each Additional Station on the Same Channel and in the Same Exchange as the First Station:				
- Type C1		18.05%	18.05%	
- Type C2		18.05%	18.05%	
- Type C4		18.05%	18.05%	
- Type D1, High Performance Data Conditioning applies to Schedule 4 Channels for data transmission.				
- When High Performance Data Conditioning is ordered subsequent to the installation of the Data Channel, a charge equal to the Installation Charge for the Local Channel will apply for each Local Channel in addition to the charge for the High Performance Data Conditioning.				
- On a 2-point Channel not arranged for Switching:				
- Type D1, Per Channel		NA	18.05%	
Classification and Rates - Signaling Options				
- Charges and Rates				
- Dial Conditioning Arrangement used with Channels Between Non-contiguous Exchanges				
- The dial conditioning arrangement charge would not apply when furnished at a service point equipped with an interexchange switching arrangement.				
- Dial Signaling Arrangement:				
- Per Point Service		18.05%	NA	
- Dial Termination Arrangement:				
- Per Point Service		18.05%	NA	
Classification and Rates - Multipoint Service and Multistation Arrangements				
- Charges and Rates				
- Intraexchange				
- Multipoint Charge:				
- Per Central Office Termination		18.05%	18.05%	
- Interexchange				
- Multipoint Charge:				
- Per Central Office Termination		18.05%	18.05%	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
DIGITAL ACCESS SERVICE				
DIGITAL DATA SERVICE				
Rates and Charges				
- Channels Between Digital Cities				
- The rates below apply for each two-point channel section furnished between Digital City Rate Centers.				
- Airline Mileage				
- Each mile at 2.4 Kbps		18.05%	NA	
- Each mile at 4.8 Kbps		18.05%	NA	
- Each mile at 9.6 Kbps		18.05%	NA	
- Each mile at 56 Kbps		18.05%	NA	
- Channels				
- Each channel at 2.4 Kbps		18.05%	NA	
- Each channel at 4.8 Kbps		18.05%	NA	
- Each channel at 9.6 Kbps		18.05%	NA	
- Each channel at 56 Kbps		18.05%	NA	
- Local Distribution Channel				
- The rates below apply for each two-point Local Distribution Channel terminated at a station in a Digital City Serving Area, thereby providing a path for digital transmission between the Serving Wire Center Central Office and the customer's premises.				
- Transmission speed				
- 2.4 Kbps		18.05%	18.05%	
- 4.8 Kbps		18.05%	18.05%	
- 9.6 Kbps		18.05%	18.05%	
- 56 Kbps		18.05%	18.05%	
- Interoffice Digital Channel				
- The rates below apply for each two point channel section furnished between the Principal Central Office and the Serving Central Office.				
- Transmission speed per channel				
- 2.4 Kbps		18.05%	NA	
- 4.8 Kbps		18.05%	NA	
- 9.6 Kbps		18.05%	NA	
- 56 Kbps		18.05%	NA	
- Transmission speed per airline mile				
- 2.4 Kbps		18.05%	NA	
- 4.8 Kbps		18.05%	NA	
- 9.6 Kbps		18.05%	NA	
- 56 Kbps		18.05%	NA	
- Multi-Station Arrangement				
- A monthly charge per station applies when a Digital Data Service is arranged for multi-station operation				
- Each station		18.05%	NA	
- Move Charges				
- When Local Distribution Channels are moved to a new location on the same premises, one-half the installation charge applies.				
- When Local Distribution Channels are moved to a new location on a different premises, the installation charge applies.				
HIGH CAPACITY (HICAP) DIGITAL DATA SERVICE				
Rates and Charges				
- 1.544 Mbps. HICAP Service				
- Channel Termination				
- Initial circuit				
- each channel termination		18.05%	18.05%	
- recurring 3-year term		18.05%	NA	
- recurring 5-year term		18.05%	NA	
- Each additional circuit (same two locations)				
- each channel termination		18.05%	18.05%	
- recurring 3-year term		18.05%	NA	
- recurring 5-year term		18.05%	NA	
- Channel Mileage				
- Channel Mileage Facility				
- per mile		18.05%	NA	
- recurring 3-year term		18.05%	NA	
- recurring 5-year term		18.05%	NA	
- Channel Mileage Termination				
- per termination		18.05%	NA	
- recurring 3-year term		18.05%	NA	
- recurring 5-year term		18.05%	NA	
- Optional Features and Functions				
- Central Office Multiplexing				
- DS-1 to Voice/Digital		18.05%	NA	
- recurring 3-year term		18.05%	NA	
- recurring 5-year term		18.05%	NA	
Mulit-Service Optical Network (MON)		18.05%	18.05%	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

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

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

WHEREAS, the Parties desire to settle all Non-CATS Messages as set forth in this Appendix; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.17 "Transporting LEC" means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where SBC NEVADA and (ii) the settlement of SBC NEVADA Non-CATS Messages where Customer is the Transporting LEC.

2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:

2.2.1 Exhibit A - Rate Schedule

2.2.2 Exhibit B - Non-CMDS Outcollect Report

2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

3.1 SBC NEVADA shall forward Customer Non-CATS Messages to Customer. SBC NEVADA shall forward Rejected Messages and Unbillable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format agreed upon by the Parties and shall be exchanged at agreed upon intervals.

3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and SBC NEVADA. Customer shall inform SBC NEVADA whether Customer is designating itself or an agent for receipt of Customer's messages by completing SBC NEVADA's "Technical Requirements" packet. Thereafter, Customer may change its designation only by completing a new SBC NEVADA "Technical Requirement" packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing ("MPB") agreement with SBC NEVADA and has informed SBC NEVADA of Customer's designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.

3.2 Customer shall forward SBC NEVADA Non-CATS Messages to SBC NEVADA. Customer shall forward Unbillable Messages as defined in Section 4.2 below, to SBC NEVADA. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.

3.3 SBC NEVADA and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. SBC NEVADA and Customer warrant that the

billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. SBC NEVADA and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities.

3.4 The exchange of detail messages between SBC Nevada and Customer shall be based on any mutually acceptable medium...

4. SETTLEMENT ARRANGEMENT

4.1 For Customer Non-CATS Messages billed to Customer Subscribers that SBC NEVADA forwards to Customer, SBC NEVADA shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages
- Rejected/Unbillable Messages
- Customer Billing Charge

= Amount Due SBC NEVADA

4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:

4.2.1 Rated Value of Customer Non-CATS Messages means the total computed charges for Customer Non-CATS based on the Transporting LEC's schedule of rates.

4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages that failed to pass the edits within the CMDS system and were returned to SBC NEVADA.

4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to SBC NEVADA.

4.2.4 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages forwarded by SBC NEVADA.

4.3 For SBC NEVADA Non-CATS messages billed to SBC NEVADA Subscribers that Customer forwards to SBC NEVADA, Customer shall calculate the amount due based on the following formula:

Rated Value of SBC NEVADA Non-CATS Messages
- Unbillable Messages
- SBC NEVADA Billing Charge

= Amount Due Customer

4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:

4.4.1 Rated Value of SBC NEVADA Non-CATS Messages means the total computed charges for SBC NEVADA Non-CATS Messages based on Customer's schedule of rates.

4.4.2 Unbillable Messages means the rated value of SBC NEVADA Non-CATS Messages that were not billable to a SBC NEVADA Subscriber because of missing information in the billing record or other billing error, not the result of an error by SBC NEVADA, that are returned by SBC NEVADA in a timely fashion to Customer.

4.4.3 SBC NEVADA Billing Charge means the SBC NEVADA per message billing rate, as set forth in Exhibit A, times the number of SBC NEVADA Non-CATS Messages received by SBC NEVADA.

4.5 Within 15 business days following the end of each calendar month, SBC NEVADA shall provide Customer with a Non-CMDS Outcollect in the form of Exhibit B. The report shall include the following information:

- Customer Non-CATS Messages (by number and associated rated value) forwarded by SBC NEVADA;

- Customer Non-CATS Messages (by number and associated rated value) returned to SBC NEVADA as Rejected and Unbillable Messages;
- Amount Due SBC NEVADA, as set forth in Subsection 4.1 above.

4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.

4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.

4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due SBC NEVADA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.

4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify SBC NEVADA in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A

RATE SCHEDULE

Customer Billing Charge	$.05 per message
SBC NEVADA Billing Charge	$.05 per message

EXHIBIT B

Billed By Company (e.g. XYZ) NON-CMDS OUTCOLLECTS (LC46 Report)

OCN:---------- Effective 3/1

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

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

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

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

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

1.3 The Public Utilities Commission of Nevada (the "PUCN"), pursuant to NRS 704.281 and NAC 704.6803 et seq., has adopted a Performance Measurement Plan and Performance Incentives Plan ("PMP/PIP") for SBC NEVADA. Under the PMP/PIP, SBC NEVADA is obligated to make payments ("Incentive Payments") to CLECs in the event SBC NEVADA does not satisfy its performance measurement standards set forth in the PMP/PIP. The Commission has determined that the amount of each Incentive Payment is reasonable and sufficient to encourage competition or discourage discriminatory conduct. Incentive Payments are self-executing. That is, CLEC need not engage in either protracted or contentious litigation in order to enforce its ability to obtain inputs from SBC NEVADA in a manner that affords CLEC a meaningful opportunity to compete.

1.4 As used herein, "Service Bureau Provider" means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.

1.5 The performance measurement contained in the PMP/PIP, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular service performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SBC NEVADA is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.

1.6 Except as otherwise provided herein, the PMP/PIP, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the Parties. In the event that the PUCN orders SBC NEVADA to make liquidated damage/remedies payments to CLEC for failure to meet any service performance measurement in a proceeding binding on both Parties, the Parties agree to incorporate Commission-ordered liquidated damage/remedies payments into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the Parties). The Parties expressly reserve all of their rights to challenge any liquidated damage/remedies payment, including but not limited to the right to oppose any such order and associated contract provision because liquidated damage/remedies provisions must be voluntarily agreed to and SBC NEVADA does not at this time so agree.

1.7 In addition to the exclusions described in the PMP/PIP, SBC NEVADA shall not be obligated to pay liquidated damages/remedies or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. EXCLUSIVE REMEDY

2.1 Incentive Payments shall be the sole and exclusive remedy of CLEC for SBC NEVADA failure to meet the performance obligations set forth in the PMP/PIP; provided, however, that this provision shall not be construed to prevent CLEC from seeking relief under federal or state antitrust laws, applicable consumer protection statutes, or Section 271(d)(6) of the Telecommunications Act of 1996 (the "Act").

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
				NPA Code(s):
E9-1-1 Manager			CLLI Code	
	CLEC Telco ID			
			"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	
	Rate Center(s):			# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	
				SS7 Point Code

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: / CLLI Code:		RATE CENTER(s) FOR MSAG PULL (1)	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)
		Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR			
# of 9-1-1 Trunks for LSP:				
MSAG Update Interval:	Monthly			
ALI Database Provider:				
ACCOUNT MANAGER:				
LOG NUMBER				

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice
fax
email

STATUS of EXHIBIT:

Date Prepared

APPENDIX PRICING
(OKLAHOMA)

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APPENDIX PRICING
(OKLAHOMA)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

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

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

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and SBC OKLAHOMA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC OKLAHOMA will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC OKLAHOMA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC OKLAHOMA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

Rate Zone:	Description:
Zone A	The geographic area within each of the SBC OKLAHOMA exchanges which are classified as Rate Group 1, 2, or 3 exchanges in SBC OKLAHOMA's Local Exchange Tariff
Zone B	The geographic area within each of the SBC OKLAHOMA exchanges which are classified as Rate Group 4 or 5 exchanges in SBC OKLAHOMA's Local Exchange Tariff
Zone C	The geographic area within each of the SBC OKLAHOMA exchanges which are classified as Rate Group 6 or 7 exchanges in SBC OKLAHOMA's Local Exchange Tariff

1.9 SBC OKLAHOMA's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC OKLAHOMA may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC OKLAHOMA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC OKLAHOMA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC OKLAHOMA's current generic contract rate for the Product or Service set forth in SBC OKLAHOMA's applicable state-specific generic pricing schedule as published on SBC OKLAHOMA's CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC OKLAHOMA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

1.9.3 SBC OKLAHOMA's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC OKLAHOMA's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC OKLAHOMA for that Product or Service and incorporated into SBC OKLAHOMA's current state-specific generic pricing schedule as published on SBC OKLAHOMA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC OKLAHOMA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC OKLAHOMA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC OKLAHOMA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

1.10.2 SBC OKLAHOMA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC OKLAHOMA's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 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 service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.

2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher 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 SBC OKLAHOMA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC OKLAHOMA will round up to the next whole mile before determining the mileage and applying rates.

2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.

3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC OKLAHOMA network, without any changes to SBC OKLAHOMA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.

3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC OKLAHOMA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.

3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
2	Local Loops	Disconnect Loop from inside wiring, per NID	**NRBND**	None	$ 46.15	$ 23.08
3		2-Wire Analog Zone 1 (Rural)	**U21**	$ 35.00	$ 37.50	$ 15.65
4		2-Wire Analog Zone 2 (Suburban)	**U21**	$ 18.00	$ 37.50	$ 15.65
5		2-Wire Analog Zone 3 (Urban)	**U21**	$ 13.00	$ 37.50	$ 15.65
6		2-Wire Analog Zone 1 (Rural)	**RB9**	$ 35.00	NA	NA
7		2-Wire Analog Zone 2 (Suburban)	**RB9**	$ 18.00	NA	NA
8		2-Wire Analog Zone 3 (Urban)	**RB9**	$ 13.00	NA	NA
9		Conditioning for dB loss from 8db to 5db	**UL2**	$ 7.80	$ 33.97	$ 12.65
10		4-Wire Analog Zone 1(Rural)	**U4H**	$ 72.36	$ 37.50	$ 15.65
11		4-Wire Analog Zone 2 (Suburban)	**U4H**	$ 40.52	$ 37.50	$ 15.65
12		4-Wire Analog Zone 3 (Urban)	**U4H**	$ 30.39	$ 37.50	$ 15.65
13		2-Wire Digital Zone 1(Rural)	**U2Q**	$ 72.86	$ 93.24	$ 48.88
14		2-Wire Digital Zone 2 (Suburban)	**U2Q**	$ 47.60	$ 93.24	$ 48.88
15		2-Wire Digital Zone 3 (Urban)	**U2Q**	$ 41.14	$ 93.24	$ 48.88
16		2-Wire Digital Zone 1(Rural)	**RB8**	$ 72.86	NA	NA
17		2-Wire Digital Zone 2 (Suburban)	**RB8**	$ 47.60	NA	NA
18		2-Wire Digital Zone 3 (Urban)	**RB8**	$ 41.14	NA	NA
19		DS1 Loop Zone 1(Rural)	**U4D1X**	$ 166.57	$ 220.25	$ 86.81
20		DS1 Loop Zone 2 (Suburban)	**U4D1X**	$ 142.87	$ 220.25	$ 86.81
21		DS1 Loop Zone 3 (Urban)	**U4D1X**	$ 134.61	$ 220.25	$ 86.81
22		DS1 Loop Zone 1(Rural)	**RB6**	$ 166.57	NA	NA
23		DS1 Loop Zone 2 (Suburban)	**RB6**	$ 142.87	NA	NA
24		DS1 Loop Zone 3 (Urban)	**RB6**	$ 134.61	NA	NA
25		DS3 Loop Zone 1 (Rural)	**U4D3X**	$ 1,493.71	$ 849.78	$ 374.82
26		DS3 Loop Zone 2 (Suburban)	**U4D3X**	$ 1,455.33	$ 849.78	$ 374.82
27		DS3 Loop Zone 3 (Urban)	**U4D3X**	$ 1,087.24	$ 849.78	$ 374.82
28		2 Wire Analog -Non Recurring Charge Zone 1-3	**NRFR1**	NA	$ 37.50	$ 15.65
29		2 Wire Digital -Non Recurring Charge Zone 1-3	**NRFR3**	NA	$ 93.24	$ 48.88
30		4 Wire Digital -Non Recurring Charge Zone 1-3	**NRFR4**	NA	$ 220.25	$ 86.81
31	DSL Capable Loops					
32	2-Wire xDSL Loop^^1	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	**2SLAX**	$ 35.00	$ 37.50	$ 15.65
33		PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**2SLAX**	$ 18.00	$ 37.50	$ 15.65
34		PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	**2SLAX**	$ 13.00	$ 37.50	$ 15.65
35		PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	**2SLCX**	$ 35.00	$ 37.50	$ 15.65
36		PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**2SLCX**	$ 18.00	$ 37.50	$ 15.65
37		PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	**2SLCX**	$ 13.00	$ 37.50	$ 15.65
38		PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	**2SLBX**	$ 35.00	$ 37.50	$ 15.65
39		PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**2SLBX**	$ 18.00	$ 37.50	$ 15.65
40		PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	**2SLBX**	$ 13.00	$ 37.50	$ 15.65
41		PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	**2SLDX**	$ 35.00	$ 37.50	$ 15.65
42		PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**2SLDX**	$ 18.00	$ 37.50	$ 15.65
43		PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	**2SLDX**	$ 13.00	$ 37.50	$ 15.65
44		PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	**U2F**	$ 35.00	$ 37.50	$ 15.65
45		PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**U2F**	$ 18.00	$ 37.50	$ 15.65
46		PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	**U2F**	$ 13.00	$ 37.50	$ 15.65
47		PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	**2SLFX**	$ 35.00	$ 37.50	$ 15.65
48		PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	**2SLFX**	$ 18.00	$ 37.50	$ 15.65
49		PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	**2SLFX**	$ 13.00	$ 37.50	$ 15.65
50	4-Wire xDSL Loop^^1	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	**4SL1X**	$ 72.37	$ 37.50	$ 15.65
51		PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	**4SL1X**	$ 40.52	$ 37.50	$ 15.65

	A	B	C	D	E	F
52		PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	**4SL1X**	$ 30.39	$ 37.50	$ 15.65
53	IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	**UY5FX**	$ 72.87	$ 93.24	$ 48.88
54		IDSL Loop Zone 2 (Suburban)	**UY5FX**	$ 47.60	$ 93.24	$ 48.88
55		IDSL Loop Zone 3 (Urban)	**UY5FX**	$ 41.14	$ 93.24	$ 48.88
56	DSL Cross Connects	DSL Shielded Loop to Collocation	**UXRRX**	$ 2.10	$ 62.04	$ 48.22
57		2-Wire DSL Non-Shielded Cross Connect to Collocation	**UCX92**	$ 2.10	$ 62.04	$ 48.22
58		4-Wire DSL Non-Shielded Cross Connect to Collocation	**UCX94**	$ 4.17	$ 71.56	$ 58.54
59	Loop Qualification Process	Loop Qualification Process - Mechanized	**NR98U**	N/A	$ 0.10	N/A
60		Loop Qualification Process - Manual	**NRBXU**	N/A	$ 95.10	N/A
61		Loop Qualification Process - Detailed Manual	**NR98Y**	N/A	TBD	N/A
62	LST	LST performed on CODSLAM Loop	**URCLD**	None	$ 211.08	None
63		LST performed on Sub Loop	**URCLB**	None	$ 194.30	None
64	xDSL Conditioning Options	xDSL loop conditioning UNE Loops 12,000 feet to 17,500 feet				
65	Removal of Load Coils					
66		Initial Rate	**NRBXZ**	N/A	$ 822.06	N/A
67		Additional Same Location / Same Cable	**NRMNN**	N/A	$ 19.37	N/A
68		Additional Same Location / Different Cable	**NRMNO**	N/A	$ 351.74	N/A
69	Removal of Excessive Bridge Tap					
70		Initial Rate	**NRBXW**	N/A	$ 362.37	N/A
71		Additional Same Location / Same Cable	**NRMNG**	N/A	$ 19.37	N/A
72		Additional Same Location / Different Cable	**NRMNH**	N/A	$ 124.15	N/A
73	Removal of Repeaters					
74		Initial Rate	**NRBXV**	N/A	$ 315.36	N/A
75		Additional Same Location / Same Cable	**NRMNA**	N/A	$ 13.79	N/A
76		Additional Same Location / Different Cable	**NRMNB**	N/A	$ 119.37	N/A
77	Removal of Load Coils & Excessive Bridge Tap					
78		Initial Rate	**NRBXF**	N/A	$ 1,184.43	N/A
79		Additional Same Location / Same Cable	**NRMNK**	N/A	$ 38.73	N/A
80		Additional Same Location / Different Cable	**NRMNL**	N/A	$ 475.90	N/A
81	Removal Excessive Bridge Tap & Repeater					
82		Initial Rate	**NRBXH**	N/A	$ 659.14	N/A
83		Additional Same Location / Same Cable	**NRMND**	N/A	$ 33.16	N/A
84		Additional Same Location / Different Cable	**NRMNE**	N/A	$ 242.73	N/A
85	xDSL loop conditioning UNE Loops over 17,500 feet in addition to conditioning of 12,000 feet to 17,500 feet.					
86	Removal of Load Coils					
87		Initial Rate	**NRBNJ**	N/A	$ 286.15	N/A
88		Additional Same Location / Same Cable	**NRMNY**	N/A	$ 6.57	N/A
89		Additional Same Location / Different Cable	**NRMNZ**	N/A	$ 116.98	N/A
90	Removal of Excessive Bridge Tap					
91		Initial Rate	**NRBNK**	N/A	$ 210.58	N/A
92		Additional Same Location / Same Cable	**NRMNU**	N/A	$ 9.29	N/A
93		Additional Same Location / Different Cable	**NRMNV**	N/A	$ 62.24	N/A
94	Removal of Repeaters					
95		Initial Rate	**NRBNL**	N/A	$ 315.36	N/A
96		Additional Same Location / Same Cable	**NRMNQ**	N/A	$ 13.79	N/A
97		Additional Same Location / Different Cable	**NRMNR**	N/A	$ 118.58	N/A
98	Removal of Load Coils & Excessive Bridge Tap					
99		Initial Rate	**NRBM8**	N/A	$ 480.79	N/A
100		Additional Same Location / Same Cable	**NRMNW**	N/A	$ 15.85	N/A
101		Additional Same Location / Different Cable	**NRMNX**	N/A	$ 179.22	N/A
102	Removal Excessive Bridge Tap & Repeater					

	A	B	C	D	E	F
103		Initial Rate	**NRBTV**	N/A	$ 498.06	N/A
104		Additional Same Location / Same Cable	**NRMNS**	N/A	$ 23.08	N/A
105		Additional Same Location / Different Cable	**NRMNT**	N/A	$ 180.82	N/A
106	Removal of All Bridged Tap					
107	RABT- MMP					
108		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	**NRMRJ**	None	$ 359.35	None
109		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	**NRMRP**	None	$ 930.27	None
110		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	**NRMRS**	None	$ 359.35	$ 359.35
111		Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	**NRMRM**	None	$ 359.35	$ 359.35
112		DS1 Loop to Collocation	**UDLY4**	$ 8.90	$ 101.70	$ 67.27
113		DS3 C.O. Cross Connect to Collocation	**UCXBX**	$ 32.00	$ 157.84	$ 108.98
114	Loop Cross Connects	2-Wire Analog Loop to Collocation	**UCXC2**	$ 2.10	$ 62.04	$ 48.22
115		2-Wire Analog Loop to Collocation (without testing)	**UCXD2**	$ 2.10	$ 62.04	$ 48.22
116		4-Wire Analog Loop to Collocation	**UCXC4**	$ 4.17	$ 71.56	$ 58.54
117		4-Wire Analog Loop to Collocation (without testing)	**UCXD4**	$ 4.17	$ 71.56	$ 58.54
118		2-Wire Digital Loop to Collocation	**(UCXC2) under development**	$ 2.10	$ 62.04	$ 48.22
119		2-Wire Digital Loop to Collocation (without testing)	**(UCXD2) under development**	$ 2.10	$ 62.04	$ 48.22
120		2-wire Analog Loop to Analog Line Port	**UDLX2**	$0.00	NA	NA
121		2-wire Analog Loop to Analog DID Trunk Port	**under development**	$0.00	$ 70.71	$ 55.71
122		2-wire Digital Loop to ISDN BRI Line Port	**RECB2**	$0.00	NA	NA
123		2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	**NRFR5**	NA	$ 70.71	$ 55.71
124		4 Wire Digital Loop to ISDN PRI/DS1 Trunk Port -Non Recurring Charge	**NRFR8**	NA	$ 80.44	$ 66.38
125		DS3 C.O. Cross Connect to Collocation	**UCXBX**	$ 32.00	$ 157.84	$ 108.98
126	Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAP**	$ 3.78	None	None
127		ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAP**	$ 3.20	None	None
128		ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAP**	$ 2.01	None	None
129		ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAQ**	$ 25.92	None	None
130		ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAQ**	$ 14.59	None	None
131		ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAQ**	$ 10.80	None	None
132		ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAR**	$ 30.19	None	None
133		ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAR**	$ 19.20	None	None
134		ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	**U6LAR**	$ 15.33	None	None
135		SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAS**	$ 22.73	None	None
136		SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAS**	$ 11.95	None	None

	A	B	C	D	E	F
137		SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAS**	$ 9.35	None	None
138		SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAT**	$ 27.00	None	None
139		SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAT**	$ 16.56	None	None
140		SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAT**	$ 13.88	None	None
141		Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	**U6LAU**	$ 4.41	None	None
142		Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	**U6LAU**	$ 4.75	None	None
143		Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	**U6LAU**	$ 4.68	None	None
144		ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LEP**	$ 7.57	None	None
145		ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LEP**	$ 6.41	None	None
146		ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LEP**	$ 4.03	None	None
147		ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LEQ**	$ 51.84	None	None
148		ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LEQ**	$ 29.19	None	None
149		ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LEQ**	$ 21.61	None	None
150		ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LER**	$ 58.56	None	None
151		ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LER**	$ 35.91	None	None
152		ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	**U6LER**	$ 28.33	None	None
153		SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LES**	$ 45.47	None	None
154		SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LES**	$ 23.91	None	None
155		SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LES**	$ 18.70	None	None
156		SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LET**	$ 52.18	None	None
157		SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LET**	$ 30.63	None	None
158		SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LET**	$ 25.42	None	None
159		Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	**U6LEU**	$ 7.02	None	None
160		Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	**U6LEU**	$ 7.02	None	None
161		Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	**U6LEU**	$ 7.02	None	None
162		ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCP**	$ 3.80	None	None
163		ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCP**	$ 3.23	None	None
164		ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCP**	$ 2.01	None	None
165		ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCQ**	$ 25.94	None	None
166		ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCQ**	$ 14.62	None	None

	A	B	C	D	E	F
167		ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCQ**	$ 10.80	None	None
168		ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCR**	$ 30.20	None	None
169		ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCR**	$ 19.23	None	None
170		ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	**U6LCR**	$ 15.33	None	None
171		SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCS**	$ 22.75	None	None
172		SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCS**	$ 11.98	None	None
173		SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCS**	$ 9.35	None	None
174		SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCT**	$ 27.02	None	None
175		SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCT**	$ 16.58	None	None
176		SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCT**	$ 13.88	None	None
177		Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	**U6LCU**	$ 4.41	None	None
178		Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	**U6LCU**	$ 4.75	None	None
179		Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	**U6LCU**	$ 4.68	None	None
180		ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGP**	$ 7.60	None	None
181		ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGP**	$ 6.46	None	None
182		ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGP**	$ 4.03	None	None
183		ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGQ**	$ 51.87	None	None
184		ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGQ**	$ 29.24	None	None
185		ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGQ**	$ 21.61	None	None
186		ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGR**	$ 58.59	None	None
187		ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGR**	$ 35.96	None	None
188		ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	**U6LGR**	$ 28.33	None	None
189		SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGS**	$ 45.50	None	None
190		SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGS**	$ 23.96	None	None
191		SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGS**	$ 18.70	None	None
192		SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGT**	$ 52.22	None	None
193		SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGT**	$ 30.68	None	None
194		SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGT**	$ 25.42	None	None
195		Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	**U6LGU**	$ 7.02	None	None
196		Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	**U6LGU**	$ 7.02	None	None

	A	B	C	D	E	F
197		Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGU**	$ 7.02	None	None
198	Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	**UKCV2**	None	$ 448.78	$ 170.20
199		Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	**UKCV4**	None	$ 450.33	$ 171.77
200		Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	**UKCZ2**	None	$ 448.78	$ 170.20
201		Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	**UKCZ4**	None	$ 450.57	$ 171.77
202	**Dedicated Transport (DT)**	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	**ULNHS**	$ 148.99	$ 301.93	$ 179.82
203		DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	**ULNHS**	$ 92.19	$ 301.93	$ 179.82
204		DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	**ULNHS**	$ 78.09	$ 301.93	$ 179.82
205		DT-DS1 Interoffice Transport, First Mile - Interzone	**ULNHS**	$ 140.40	$ 301.93	$ 179.82
206		DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	**ULNHS**	$ 7.68	None	None
207		DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	**ULNHS**	$ 14.17	None	None
208		DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	**ULNHS**	$ 2.24	None	None
209		DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	**ULNHS**	$ 2.99	None	None
210		DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	**ULNJS**	$ 2,007.79	$ 336.40	$ 218.88
211		DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	**ULNJS**	$ 1,223.73	$ 336.40	$ 218.88
212		DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	**ULNJS**	$ 822.78	$ 336.40	$ 218.88
213		DT-DS3 Interoffice Transport, First Mile - Interzone	**ULNJS**	$ 1,696.31	$ 336.40	$ 218.88
214		DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	**ULNJS**	$ 160.14	None	None
215		DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	**ULNJS**	$ 274.35	None	None
216		DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	**ULNJS**	$ 58.67	None	None
217		DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	**ULNJS**	$ 58.13	None	None
218	**Dedicated Cross Connects**	DS1 to Collocation	**UCXHX**	$ 8.90	$ 101.70	$ 67.27
219		DS3 to Collocation	**UCXJX**	$ 29.16	$ 107.23	$ 72.83
220	**Multiplexing**	DS1 to VG	**UM4BX**	$ 182.83	$ 178.12	$ 105.56
221		DS3 to DS1	**UM4AX**	$ 632.51	$ 895.90	$ 522.41
222	**Dark Fiber**	Dark Fiber -Interoffice per strand	**ULYCX**	$ 68.21	$ 1,681.06	$ 1,681.06
223		Dark Fiber - Interoffice per foot Zone 1 (Rural)	**ULNCF**	$ 0.013236	None	None
224		Dark Fiber - Interoffice per foot Zone 2 (Suburban)	**ULNCF**	$ 0.009097	None	None
225		Dark Fiber - Interoffice per foot Zone 3 (Urban)	**ULNCF**	$ 0.012156	None	None
226		Dark Fiber Cross Connect - Interoffice	**UKCJX**	$ 7.65	$ 78.27	$ 78.27
227		Dark Fiber - Interoffice Inquiry	**NR9D6**	None	$ 592.17	$ 592.17
228	Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	**UXRA1**	$ 1.30	$ 93.15	$ 72.40
229		2-wire Analog Loop to POA - Method 2	**UXRA2**	$ 1.30	$ 93.15	$ 72.40
230		2-wire Analog Loop to POA - Method 3	**UXRA3**	$ 1.30	$ 93.15	$ 72.40
231	Routine Modifications	Routine Modifications	**N3RUE**	NA	ICB	NA
232	Service Order Charges	Manual New - Simple	**NRBUQ**	None	$ 47.95	None
233		Manual Change - Simple	**NRBUO**	None	$ 46.22	None
234		Manual Record - Simple	**NRBUU**	None	$ 28.64	None
235		Manual Disconnect - Simple	**NRBUW**	None	$ 23.98	None

	A	B	C	D	E	F
236		Manual Suspend - Simple	**NRBJZ**	None	$ 28.64	None
237		Manual Restore - Simple	**NRBJ9**	None	$ 28.64	None
238		Manual Expedited - Simple	**NRMV1**	None	$ 46.22	None
239		Manual Customer Not Ready - Simple	**NRMV5**	None	$ 46.22	None
240		Manual Due Date Change or Cancellation - Simple	**NRMV3**	None	$ 46.22	None
241		Manual New - Complex	**NRBUR**	None	$ 196.00	None
242		Manual Change - Complex	**NRBUP**	None	$ 108.96	None
243		Manual Record - Complex	**NRBUV**	None	$ 91.31	None
244		Manual Disconnect - Complex	**NRBUX**	None	$ 52.41	None
245		Manual Suspend - Complex	**NRBJ7**	None	$ 91.31	None
246		Manual Restore - Complex	**NRBJ8**	None	$ 91.31	None
247		Manual Expedited - Complex	**NRMV2**	None	$ 108.96	None
248		Manual Customer Not Ready - Complex	**NRMV6**	None	$ 108.96	None
249		Manual Due Date Change or Cancellation - Complex	**NRMV4**	None	$ 108.96	None
250		Electronic New - Simple	**NR9W2**	None	$ 3.33	None
251		Electronic New - Complex	**NRBGX**	None	$ 84.59	None
252		Electronic Change - Simple	**NR9GG**	None	$ 3.33	None
253		Electronic Change - Complex	**NR9G8**	None	$ 84.59	None
254		Electronic Record - Simple	**NR9GU**	None	$ 3.33	None
255		Electronic Record - Complex	**NR9G7**	None	$ 5.34	None
256		Electronic Disconnect - Simple	**NR9GZ**	None	$ 3.33	None
257		Electronic Disconnect - Complex	**NR9G9**	None	$ 28.91	None
258		Electronic Suspend - Simple	**NRBJ5**	None	$ 3.33	None
259		Electronic Restore - Simple	**NRBJ6**	None	$ 3.33	None
260		Electronic Expedited - Simple	**NRMV7**	None	$ 3.33	None
261		Electronic Expedited - Complex	**NRMVX**	None	$ 3.33	None
262		Electronic Customer Not Ready - Simple	**NRMV9**	None	$ 3.33	None
263		Electronic Customer Not Ready - Complex	**NRMVY**	None	$ 3.33	None
264		Electronic Due Date Change or Cancellation - Simple	**NRMV8**	None	$ 3.33	None
265		Electronic Due Date Change or Cancellation - Complex	**NRMVZ**	None	$ 3.33	None
266		PIC Change Charge	**NRBL9**	None	$ 5.00	None
267	Directory Assistance	Directory Assistance (DA) - per call	**ZZUO3**	$ 0.37	None	None
268		Directory Assistance (DA) - per call	**ZZUO4**	$ 0.37	None	None
269		Directory Assistance Call Completion (DACC) - per call	**ZZUO7**	$ 0.15	None	None
270		National Directory Assistance (NDA)	**ZZUO5**	$ 0.65	None	None
271		National Directory Assistance (NDA)	**ZZUO6**	$ 0.65	None	None
272		Directory Assistance Non-Pub Emergency Service	**Not Applicable**	$ 2.00	None	None
273		Directory Assistance - Branding - Initial/Subsequent Load	**NRBDG**	None	$ 1,800.00	None
274		Directory Assistance - Branding Per call	**ZZUCB**	$ 0.025	None	None
275		Directory Assistance - Based Rate Reference - Initial Load	**NRBDL**	None	$ 2,200.00	None
276		Directory Assistance Rate Reference - Subsequent Load	**NRBDM**	None	$ 1,000.00	None
277		Directory Assistance Listings (DAL)-Initial Load, per listing	**Not Applicable**	None	$ 0.05850	None
278		Directory Assistance Listings (DAL)-Update, per listing	**Not Applicable**	None	$ 0.05850	None
279		Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	**Not Applicable**	$ 2.10	None	None
280		Business Category Search (BCS)	**ZZUOB**	$ 0.65	None	None
281		Reverse Directory Assistance	**ZZUO8**	$ 0.65	None	None
282		Reverse Directory Assistance	**ZZUO9**	$ 0.65	None	None

	A	B	C	D	E	F
283	Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	**ZZUO1**	$ 0.15	None	None
284		Operator Services - Operator Assisted Call Processing (Per work second)	**ZZUO2**	$ 0.020	None	None
285		Operator Services -Branding Initial/Subsequent Load	**NRBDG**	None	$ 1,800.00	None
286		Operator Services - Branding - Per Call	**ZZUCB**	$ 0.025	None	None
287		Operator Services - Rate Reference -Initial Load	**NRBDL**	None	$ 2,200.00	None
288		Operator Services - Rate Reference - Subsequent Load Reference Load	**NRBDM**	None	$ 1,000.00	None
289	Hosting	Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	**Not Applicable**	$ 0.002	None	None
290		Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	**Not Applicable**	$ 0.005	None	None
291		Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	**Not Applicable**	$ 0.007	None	None
292		Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	**Not Applicable**	$ 0.010	None	None
293	Clearinghouse	CH processing charge for service - per originated CH record	**Not Applicable**	$ 0.020	None	None
294		CH billing message - per message	**Not Applicable**	$ 0.050	None	None
295	Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	**MVV**	None	$ 49.48	$ 23.78
296		Overtime - per half hour	**MVV**	None	$ 62.10	$ 30.10
297		Premium Time - per half hour	**MVV**	None	$ 74.73	$ 36.40
298	Time and Materials Charges	Basic Time - per half hour	**ALK, ALT,ALH**	None	$ 49.48	$ 23.78
299		Overtime - per half hour	**ALK, ALT,ALH**	None	$ 62.10	$ 30.10
300		Premium Time - per half hour	**ALK, ALT,ALH**	None	$ 74.73	$ 36.40
301	Poles and Duct^^2	Poles ($/attachment/yr.)		$1.55		
302	(Structure)					
303	Per Foot Conduit Occupancy Fees					
304		Full Duct ($/ft/yr.)		$0.67		
305		Half Duct ($/ft/yr)		$0.34		
306	Contract Administration Fee				$ 125.00	
307	Administrative Record-Keeping Fee				$ 125.00	
308	RECIPROCAL COMPENSATION					
309	End Office Local Termination - Zone 1 Rural	Set up charge, per call	**ZZUR8**	$0.00		
310		Duration charge, per MOU	**ZZUR2**	$0.00		
311	End Office Local Termination - Zone 2 Suburban	Set up charge, per call	**ZZUR8**	$0.00		
312		Duration charge, per MOU	**ZZUR2**	$0.00		
313	End Office Local Termination - Zone 3 Urban	Set up charge, per call	**ZZUR8**	$0.00		
314		Duration charge, per MOU	**ZZUR2**	$0.00		
315	Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131 per MOU		**ZZUR2**	$ 0.0007		
316	Tandem Switching	Set up charge, per call	**USEAGE**	$0.00		
317		Duration charge, per MOU	**ZZUR1**	$0.00		
318	Common Transport	Termination per Minute of Use Zone 1 (Rural)	**ZZUST**	$0.00		
319		Termination per Minute of Use Zone 2 (Suburban)	**ZZUST**	$0.00		

	A	B	C	D	E	F
320		Termination per Minute of Use Zone 3 (Urban)	ZZUST	$0.00		
321		Termination per Minute of Use Zone Interzone	ZZUST	$0.00		
322		Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	$0.00		
323		Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	$0.00		
324		Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	$0.00		
325		Facilities per Minute, per Mile Zone Interzone	ZZURF	$0.00		
326	Transit	Transit Rate (Zone 1 - Rural), per MOU	ZZUTN	$0.001770		
327		Transit Rate (Zone 2 – Suburban), per MOU	ZZUTN	$0.001485		
328		Transit Rate (Zone 3 – Urban), per MOU	ZZUTN	$0.001356		
329	BUSINESS					
330	LOCAL EXCHANGE SERVICE					
331		Business 1 Party		19.80%	19.80%	NA
332		Business - Multi-Line Hunting		19.80%	19.80%	NA
333	EXPANDED LOCAL CALLING					NA
334		Expanded Local Calling (Mandatory)		19.80%	19.80%	NA
335		Mandatory Extended Area Calling Service (EACS)- 1 Party		19.80%	19.80%	NA
336		Mandatory EACS - Hotel/Motel Measured Trunk		19.80%	19.80%	NA
337		Mandatory EACS - Multi-Line Hunting		19.80%	19.80%	NA
338		Mandatory EACS - PBX Trunk		19.80%	19.80%	NA
339	VERTICAL SERVICES					NA
340		Auto Redial		19.80%	19.80%	NA
341		Call Blocker		19.80%	19.80%	NA
342		Call Forwarding		19.80%	19.80%	NA
343		Call Forwarding - Busy Line		19.80%	19.80%	NA
344		Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%	NA
345		Call Forwarding - Don't Answer		19.80%	19.80%	NA
346		Call Return		19.80%	19.80%	NA
347		Call Trace		19.80%	19.80%	NA
348		Call Waiting		19.80%	19.80%	NA
349		Calling Name		19.80%	19.80%	NA
350		Calling Number		19.80%	19.80%	NA
351		ComCall®		19.80%	19.80%	NA
352		Personalized Ring (1 dependent number)		19.80%	19.80%	NA
353		Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%	NA
354		Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%	NA
355		Priority Call		19.80%	19.80%	NA
356		Remote Access to Call Forwarding		19.80%	19.80%	NA
357		Selective Call Forwarding		19.80%	19.80%	NA
358		Simultaneous Call Forwarding		19.80%	19.80%	NA
359		Speed Calling 8		19.80%	19.80%	NA
360		Speed Calling 30		19.80%	19.80%	NA
361		Three Way Calling		19.80%	19.80%	NA
362	DID					
363		DID (First Block of 100 - Category 1)		19.80%	19.80%	NA
364		DID (First Block of 10 - Category 1)		19.80%	19.80%	NA
365		DID (Ea. adl. block of 10 after first 10 - Category 1)		19.80%	19.80%	NA
366		DID (Ea. adl. block of 100 after first 100 - Category 2)		19.80%	19.80%	NA
367		DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.80%	19.80%	NA
368		DID (with Multifrequency)		19.80%	19.80%	NA
369		DID (with Dual-Tone Multifrequency)		19.80%	19.80%	NA
370		DID (1st 10 Trunks or access lines)		19.80%	19.80%	NA

	A	B	C	D	E	F
371		DID (11th thru 50th trunk or network access line)		19.80%	19.80%	NA
372		DID (51st trunk or network access line)		19.80%	19.80%	NA
373	TRUNKS					NA
374		Analog Trunks		19.80%	19.80%	NA
375		Digital Trunks		19.80%	19.80%	NA
376	AIN					NA
377		Area Wide Networking		19.80%	19.80%	NA
378		Caller Intellidata®		19.80%	19.80%	NA
379		Disaster Routing Service		19.80%	19.80%	NA
380		Intelligent Redirectsm		19.80%	19.80%	NA
381		Positive ID		19.80%	19.80%	NA
382	OTHER					NA
383		Bundled Telecommunications Services (e.g., the Works)		19.80%	19.80%	NA
384		Busy Out Arrangements		19.80%	19.80%	NA
385		Customer Alerting Enablement		19.80%	19.80%	NA
386		Grandfathered Services		19.80%	19.80%	NA
387		Hot Line		19.80%	19.80%	NA
388		Hunting		19.80%	19.80%	NA
389		Local Operator Assistance Service		19.80%	19.80%	NA
390		Night Number associated with Telephone Number		19.80%	19.80%	NA
391		Night Number associated with a Terminal		19.80%	19.80%	NA
392		Promotions (Greater than 90 days)		19.80%	19.80%	NA
393		Preferred Number Service		19.80%	19.80%	NA
394		Telebranch®		19.80%	19.80%	NA
395		TouchTone		19.80%	19.80%	NA
396		Voice Dial		19.80%	19.80%	NA
397		Warm Line		19.80%	19.80%	NA
398	Data Services					NA
399		Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.80%	19.80%	NA
400		PBX Trunks		19.80%	19.80%	NA
401		Mulit-Service Optical Network (MON)		19.80%	19.80%	NA
402		DS3		19.80%	19.80%	NA
403	ISDN					NA
404		Circuit Switched Video/Circuit Switched Data		19.80%	19.80%	NA
405		Select Video Plus®		19.80%	19.80%	NA
406		Digilinesm (ISDN BRI)		19.80%	19.80%	NA
407		Smart Trunksm (ISDN PRI)		19.80%	19.80%	NA
408		SuperTrunk		19.80%	19.80%	NA
409	TOLL					NA
410		IntraLATA MTS		19.80%	19.80%	NA
411		MaxiMizer 800®		19.80%	19.80%	NA
412		OutWATS		19.80%	19.80%	NA
413		800 Service		19.80%	19.80%	NA
414	OPTIONAL TOLL CALLING PLANS					NA
415		1+SAVERsm		19.80%	19.80%	NA
416		1+SAVER Directsm		19.80%	19.80%	NA
417		Circle Saver		19.80%	19.80%	NA
418		Corridor Optional Saver		19.80%	19.80%	NA
419		Extended Community Saver		19.80%	19.80%	NA
420	PLEXAR®					NA
421		Plexar I®		19.80%	19.80%	NA
422		Plexar II®		19.80%	19.80%	NA
423		Plexar Custom		Variable	Variable	NA
424	PRIVATE LINE					NA
425		Analog Private Lines		19.80%	19.80%	NA

	A	B	C	D	E	F
426		Automated Distribution Services		19.80%	19.80%	NA
427		Digital Loop Service		19.80%	19.80%	NA
428		Foreign Exchange Service		19.80%	19.80%	NA
429		Foreign Serving Office		19.80%	19.80%	NA
430		Frame Relay		19.80%	19.80%	NA
431		Group Alerting Services		19.80%	19.80%	NA
432		MegaLink I®		19.80%	19.80%	NA
433		MegaLink II®		19.80%	19.80%	NA
434		MegaLink III®		19.80%	19.80%	NA
435		MicroLink I®		19.80%	19.80%	NA
436		MicroLink II®		19.80%	19.80%	NA
437		MultiPoint Video		19.80%	19.80%	NA
438		Service Loop Facility Modification Service		19.80%	19.80%	NA
439	RESIDENCE					
440	LOCAL EXCHANGE SERVICE					NA
441		Life Line and Link Up America Services		19.80%	19.80%	NA
442		Residence 1 Party		19.80%	19.80%	NA
443		Residence Measured		19.80%	19.80%	NA
444	EXPANDED LOCAL CALLING					NA
445		Expanded Local Calling (Mandatory)		19.80%	19.80%	NA
446		Mandatory Extended Area Calling Service (EACS)- 1 Party		19.80%	19.80%	NA
447		Mandatory EACS - One element measured, 1 Party		19.80%	19.80%	NA
448	VERTICAL SERVICES					NA
449		Auto Redial		19.80%	19.80%	NA
450		Call Blocker		19.80%	19.80%	NA
451		Call Forwarding		19.80%	19.80%	NA
452		Call Forwarding - Busy Line		19.80%	19.80%	NA
453		Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%	NA
454		Call Forwarding - Don't Answer		19.80%	19.80%	NA
455		Call Return		19.80%	19.80%	NA
456		Call Trace		19.80%	19.80%	NA
457		Call Waiting		19.80%	19.80%	NA
458		Calling Name		19.80%	19.80%	NA
459		Calling Number		19.80%	19.80%	NA
460		ComCall®		19.80%	19.80%	NA
461		Personalized Ring (1 dependent number)		19.80%	19.80%	NA
462		Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%	NA
463		Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%	NA
464		Priority Call		19.80%	19.80%	NA
465		Remote Access to Call Forwarding		19.80%	19.80%	NA
466		Selective Call Forwarding		19.80%	19.80%	NA
467		Simultaneous Call Forwarding		19.80%	19.80%	NA
468		Speed Calling 8		19.80%	19.80%	NA
469		Three Way Calling		19.80%	19.80%	NA
470	ISDN					
471	OTHER					
472		Bundled Telecommunications Services (e.g., the Works)		19.80%	19.80%	NA
473		Customer Alerting Enablement		19.80%	19.80%	NA
474		Grandfathered Services		19.80%	19.80%	NA
475		Hot Line		19.80%	19.80%	NA
476		Local Operator Assistance Service		19.80%	19.80%	NA
477		Promotions (Greater than 90 days)		19.80%	19.80%	NA
478		Preferred Number Service		19.80%	19.80%	NA
479		TouchTone		19.80%	19.80%	NA
480		Voice Dial		19.80%	19.80%	NA

	A	B	C	D	E	F
481		Warm Line		19.80%	19.80%	NA
482	OTHER (Resale)					NA
483	DIRECTORY ASSISTANCE SERVICES			19.80%	19.80%	NA
484		Nationwide Listing Services (NLS)		19.80%	19.80%	NA
485	TOLL					NA
486		Home 800sm		19.80%	19.80%	NA
487		IntraLATA MTS		19.80%	19.80%	NA
488	OPTIONAL TOLL CALLING PLANS					NA
489		1+SAVERsm		19.80%	19.80%	NA
490		1+SAVER Directsm		19.80%	19.80%	NA
491		Circle Saver		19.80%	19.80%	NA
492		Corridor Optional Saver		19.80%	19.80%	NA
493		Extended Community Saver		19.80%	19.80%	NA
494		900/976 Call Restriction		19.80%	19.80%	NA
495		Access Services		0%	0%	NA
496		Additional Directory Listings		19.80%	19.80%	NA
497		Bill Plus		5%	5%	NA
498		Company Initiated Suspension Service		0%	0%	NA
499		Connections with Terminal Equipment and Communications Equipment		0%	0%	NA
500		Consolidated Billing		5%	5%	NA
501		Construction Charges		0%	0%	NA
502		Customer Initiated Suspension Service		0%	0%	NA
503		Exchange Connection Service		0%	0%	NA
504		Maintenance of Service Charges		0%	0%	NA
505		Telecommunications Service Priority Systems		0%	0%	NA
506		Toll Billing Exception		19.80%	19.80%	NA
507		Toll Restriction		19.80%	19.80%	NA
508		Wireless Carrier Interconnection Services		0%	0%	NA
509	Electronic Billing Information Data (daily usage) per message			$ 0.003	NA	NA
510	Simple conversion charge per billable number			NA	$ 13.69	NA
511	Electronic conversion orders per billable number			NA	$ 3.33	NA
512	Complex conversion orders per billable number			NA	$ 69.51	NA
513	OS/DA					
514	Branding - Resellers					
515		- Initial Load	**NRBDG**	NA	$1,800.00	NA
516		- Subsequent Load	**NRBDG**	NA	$1,800.00	NA
517		- Per Call	**ZZUCB**	$ 0.025000	NA	NA
518	Rate Reference - Reseller					
519		- Initial Load	**NRBDL**	NA	$2,200.00	NA
520		- Subsequent Load	**NRBDM**	NA	$1,000.00	NA

APPENDIX WP
EXHIBIT 1
SBC OKLAHOMA

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Chickasha			$2076.92	
Oklahoma City			$2076.92	
Green Country			$2076.92	
Okmulgee			$2076.92	
Tulsa Business			$2076.92	
Tulsa Residence			$2076.92	
Bartelsville			$241.17	
Enid			$241.17	
Lawton			$241.17	
Muskogee			$241.17	
Stillwater			$241.17	
Ada			$100.80	
Altus			$100.80	
Southeast Oklahoma			$100.80	
Ardmore			$100.80	
N Seminole Area			$100.80	
Chandler			$100.80	
Duncan			$100.80	
Lake Texoma			$100.80	
Land of Lakes			$100.80	
Mcalister			$100.80	
Pauls Valley			$100.80	
Ponca City			$100.80	
Sallisaw			$100.80	
Spiro			$100.80	
Tahlequah/Westville			$100.80	
Western Okla. Regional			$100.80	
Woodward			$100.80	

APPENDIX
PERFORMANCE MEASUREMENTS

(SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS, SBC KANSAS, SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS
- COMMISSION ORDERED)

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

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

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

1.3 As used herein, the term "Service Bureau Provider" means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.

1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SBC SOUTHWEST REGION 5-STATE is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.

1.6 SBC SOUTHWEST REGION 5-STATE's agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC SOUTHWEST REGION 5-STATE and CLEC agree that CLEC may not use the existence of this Plan as evidence that SBC SOUTHWEST REGION 5-STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC SOUTHWEST REGION 5-STATE's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that SBC SOUTHWEST REGION 5-STATE's performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
				NPA Code(s):
E9-1-1 Manager			CLLI Code	
	CLEC Telco ID			
			"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	
	Rate Center(s):			# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	
				SS7 Point Code

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: / CLLI Code:		RATE CENTER(s) FOR MSAG PULL (1)	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)	
		Rate Center(s):			
E9-1-1 Features Required:	ANI/ALI/SR				
# of 9-1-1 Trunks for LSP:					
MSAG Update Interval:	Monthly				
ALI Database Provider:					
ACCOUNT MANAGER:					
LOG NUMBER					

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice
fax
email

STATUS of EXHIBIT:

Date Prepared

APPENDIX PRICING
(TEXAS)

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APPENDIX PRICING
(TEXAS)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

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

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

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and SBC TEXAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC TEXAS will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement

Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC TEXAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC TEXAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

1.8.1 Zone 1 includes Rate Groups 1, 2, and 3 (rural) as defined in SBC TEXAS' Local Exchange Tariff. Zone 2 includes Rate Groups 4, 5,and 6 (suburban) as defined in SBC TEXAS' Local Exchange Tariff. Zone 3 includes Rate Groups 7 and 8 (urban) as defined in SBC TEXAS' Local Exchange Tariff.

1.8.2 Level 1 includes switches with up to 10,000 working lines. Level 2 includes switches with 10,001 to 20,000 working lines. Level 3 includes switches with 20,001 to 40,000 working lines. Level 4 includes switches with over 40,000 working lines.

1.9 SBC TEXAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates,

terms and conditions contained in this Agreement, SBC TEXAS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC TEXAS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC TEXAS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC TEXAS' current generic contract rate for the Product or Service set forth in SBC TEXAS' applicable state-specific generic pricing schedule as published on SBC TEXAS' CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC TEXAS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

1.9.3 SBC TEXAS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC TEXAS' right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC TEXAS for that Product or Service and incorporated into SBC TEXAS' current state-specific generic pricing schedule as published on SBC TEXAS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC TEXAS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC TEXAS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC TEXAS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

1.10.2 SBC TEXAS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC TEXAS' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 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 service period for elements provided under the Bona Fide Request process set forth in Appendix Lawful UNEs of this Agreement may be longer.

2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher 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 SBC TEXAS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC TEXAS will round up to the next whole mile before determining the mileage and applying rates.

2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.

3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC TEXAS network, without any changes to SBC TEXAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.

3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC TEXAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.

3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		**NETWORK ELEMENTS**							
2		**Local Loops**		Disconnect Loop from inside wiring, per NID	NRBND	None	$ 14.32	$ 14.32	
3				2-Wire Analog Zone 1 (Rural)	U21	$ 16.34	$ 13.93	$ 7.07	
4				2-Wire Analog Zone 2 (Suburban)	U21	$ 13.69	$ 13.93	$ 7.07	
5				2-Wire Analog Zone 3 (Urban)	U21	$ 12.26	$ 13.93	$ 7.07	
6				2-wire Analog Disconnect - all zones	NKCT1	NA	$ 1.41	$ 1.27	
7				2-Wire Analog Zone 1 (Rural) - UNE-P	RB9	$ 18.98	NA	NA	
8				2-Wire Analog Zone 2 (Suburban) - UNE-P	RB9	$ 13.65	NA	NA	
9				2-Wire Analog Zone 3 (Urban) - UNE-P	RB9	$ 12.14	NA	NA	
10				2W Analog - UNE-P - NRC - all zones	NRFR1	NA	$ 15.03	$ 6.22	
11				Conditioning for dB loss from 8db to 5db	UL2	$ 6.03	$ 17.54	$ 16.13	
12				4-Wire Analog Zone 1(Rural)	U4H	$ 36.06	$ 15.03	$ 6.22	
13				4-Wire Analog Zone 2 (Suburban)	U4H	$ 21.52	$ 15.03	$ 6.22	
14				4-Wire Analog Zone 3 (Urban)	U4H	$ 15.86	$ 15.03	$ 6.22	
15				2-Wire Digital Zone 1(Rural)	U2Q	$ 46.09	$ 15.03	$ 6.22	
16				2-Wire Digital Zone 2 (Suburban)	U2Q	$ 37.54	$ 15.03	$ 6.22	
17				2-Wire Digital Zone 3 (Urban)	U2Q	$ 34.91	$ 15.03	$ 6.22	
18				2-Wire Digital Zone 1(Rural) - UNE-P	RB8	$ 46.09	NA	NA	
19				2-Wire Digital Zone 2 (Suburban) - UNE-P	RB8	$ 37.54	NA	NA	
20				2-Wire Digital Zone 3 (Urban) - UNE-P	RB8	$ 34.91	NA	NA	
21				2W Digital - UNE-P - NRC - all zones	NRFR3	NA	$ 15.03	$6.22	
22				DS1 Loop Zone 1(Rural)	U4D1X	$ 63.41	$ 76.26	$ 41.52	
23				DS1 Loop Zone 2 (Suburban)	U4D1X	$ 59.77	$ 76.26	$ 41.52	
24				DS1 Loop Zone 3 (Urban)	U4D1X	$ 49.50	$ 76.26	$ 41.52	
25				DS1 Loop - Disconnect	NKCT2	NA	$ 9.45	$2.90	
26				DS1 Loop -Install - Zone 1(Rural) - UNE-P	RB6	$ 63.41	NA	NA	
27				DS1 Loop - Install - Zone 2 (Suburban) - UNE-P	RB6	$ 59.77	NA	NA	
28				DS1 Loop - Install- Zone 3 (Urban) - UNE-P	RB6	$ 49.50	NA	NA	
29				DS1 Loop - UNE-P - NRC - all zones	NRFR4	NA	$ 76.26	$41.52	
30				DS3 Loop Zone 1 (Rural)	U4D3X	$ 745.55	$ 823.28	$ 392.54	
31				DS3 Loop Zone (Suburban)	U4D3X	$ 706.74	$ 823.28	$ 392.54	
32				DS3 Loop Zone 3 (Urban)	U4D3X	$ 670.53	$ 823.28	$ 392.54	
33									
34		**DSL Capable Loops**							
35		**2-Wire xDSL Loop**		*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	$ 18.98	$ 15.03	$ 6.22	
36				*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	$ 13.65	$ 15.03	$ 6.22	
37				*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	$ 12.14	$ 15.03	$ 6.22	
38				*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	$ 18.98	$ 15.03	$ 6.22	
39				*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	$ 13.65	$ 15.03	$ 6.22	
40				*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	$ 12.14	$ 15.03	$ 6.22	
41				*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	$ 18.98	$ 15.03	$ 6.22	
42				*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	$ 13.65	$ 15.03	$ 6.22	
43				*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	$ 12.14	$ 15.03	$ 6.22	
44				*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	$ 18.98	$ 15.03	$ 6.22	
45				*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	$ 13.65	$ 15.03	$ 6.22	
46				*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	$ 12.14	$ 15.03	$ 6.22	
47				*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	$ 18.98	$ 15.03	$ 6.22	
48				*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	$ 13.65	$ 15.03	$ 6.22	
49				*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	$ 12.14	$ 15.03	$ 6.22	
50				*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	$ 18.98	$ 15.03	$ 6.22	
51				*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	$ 13.65	$ 15.03	$ 6.22	
52				*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	$ 12.14	$ 15.03	$ 6.22	
53		**4-Wire xDSL Loop**		*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	$ 36.06	$ 15.03	$ 6.22	
54				*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	$ 21.52	$ 15.03	$ 6.22	
55				*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	$ 15.86	$ 15.03	$ 6.22	
56				*** USOCS used for inventory purpose only**					
57									
58		**IDSL Capable Loops**		IDSL Loop Zone 1 (Rural)	UY5FX	$ 46.09	$ 15.03	$ 6.22	
59				IDSL Loop Zone 2 (Suburban)	UY5FX	$ 37.54	$ 15.03	$ 6.22	
60				IDSL Loop Zone 3 (Urban)	UY5FX	$ 34.91	$ 15.03	$ 6.22	
61		**Loop Qualification Process**		Loop Qualification Process - Mechanized	NR98U	N/A	$ 0.10	N/A	

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62				Loop Qualification Process - Manual	NRBXU	N/A	$ 78.08	N/A	
63				Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
64		**DSL Conditioning Options**		Removal of Repeaters	NRBXV	None	$ 282.51	$ 13.75	
65				Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	$ 282.51	$ 13.75	
66				Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	$ 105.90	$ 13.75	
67				Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	$ 730.25	$ 39.48	
68				Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	$ 497.55	$ 26.61	
69				Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	$ 180.68	$ 26.61	
70				Removal of Excessive Bridged Taps	NRBXW	None	$ 489.18	$ 25.72	
71				Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	$ 244.59	$ 12.86	
72				Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	$ 74.78	$ 12.86	
73				Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	$ 1,213.80	$ 44.86	
74				Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	$ 482.17	$ 19.22	
75				Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	$ 178.89	$ 19.22	
76				Removal of Load Coils	NRBXZ	None	$ 766.05	$ 19.14	
77				Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	$ 255.35	$ 6.10	
78				Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	$ 104.11	$ 6.10	
79				Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	$ 218.87	None	
80				Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	$ 566.59	None	
81				Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	$ 218.87	$ 218.87	
82				Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	None	$ 218.87	$ 218.87	
83									
84		**DSL Cross Connects**		DSL Shielded Loop to Collocation	UXRRX	$ 0.60	$ 57.75	$ 57.75	
85				2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	None	$ 6.91	$ 4.97	
86				4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	None	$ 29.56	$ 29.56	
87		**LST**		LST performed on CODSLAM Loop	URCLD	None	$ 215.65	None	
88				LST performed on Sub Loop	URCLB	None	$ 208.59	None	
89		**Loop Cross Connects**		2-Wire Analog Loop to Collocation	UCXC2	$ 1.24	$ 4.72	$ 4.72	
90				2-Wire Analog Loop to Collocation (without testing)	UCXD2	None	$ 6.91	$ 4.97	
91				4-Wire Analog Loop to Collocation	UCXC4	$ 2.49	$ 29.56	$ 29.56	
92				4-Wire Analog Loop to Collocation (without testing)	UCXD4	None	$ 29.56	$ 29.56	
93				2-Wire Digital Loop to Collocation	(UCXC2) under development	$ 1.24	$ 4.72	$ 4.72	
94				2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	None	$ 6.91	$ 4.97	
95				DS1 Loop to Collocation	UDLY4	$ 6.67	$ 39.05	$ 34.16	
96				DS3 C.O. Cross Connect to Collocation	UCXBX	$ 19.24	$ 115.45	$ 81.61	
97		**Sub-loop Unbundling**		ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	$ 1.36	None	None	
98				ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	$ 1.23	None	None	
99				ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	$ 1.19	None	None	
100				ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	$ 14.11	None	None	
101				ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	$ 6.78	None	None	
102				ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	$ 4.55	None	None	

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103				ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	$ 16.63	None	None	
104				ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	$ 9.20	None	None	
105				ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	$ 6.90	None	None	
106				SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	$ 13.07	None	None	
107				SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	$ 5.85	None	None	
108				SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	$ 3.66	None	None	
109				SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	$ 15.59	None	None	
110				SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	$ 8.27	None	None	
111				SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	$ 6.01	None	None	
112				Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	$ 2.63	None	None	
113				Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	$ 2.54	None	None	
114				Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	$ 2.47	None	None	
115				ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	$ 2.72	None	None	
116				ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	$ 2.45	None	None	
117				ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	$ 2.37	None	None	
118				ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	$ 27.97	None	None	
119				ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	$ 13.42	None	None	
120				ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	$ 8.99	None	None	
121				ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	$ 33.01	None	None	
122				ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	$ 18.26	None	None	
123				ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	$ 13.69	None	None	
124				SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	$ 25.88	None	None	
125				SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	$ 11.55	None	None	
126				SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	$ 7.21	None	None	
127				SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	$ 30.92	None	None	
128				SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	$ 16.40	None	None	
129				SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	$ 11.91	None	None	
130				Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	$ 5.27	None	None	
131				Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	$ 5.08	None	None	
132				Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	$ 4.93	None	None	
133				ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	$ 1.36	None	None	
134				ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	$ 1.23	None	None	
135				ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	$ 1.19	None	None	
136				ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	$ 14.10	None	None	
137				ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	$ 6.81	None	None	
138				ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	$ 4.58	None	None	
139				ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	$ 16.62	None	None	
140				ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	$ 9.23	None	None	
141				ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	$ 6.93	None	None	
142				SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	$ 13.06	None	None	
143				SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	$ 5.88	None	None	
144				SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	$ 3.69	None	None	
145				SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	$ 15.57	None	None	
146				SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	$ 8.30	None	None	
147				SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	$ 6.04	None	None	
148				Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	$ 2.63	None	None	
149				Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	$ 2.54	None	None	
150				Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	$ 2.47	None	None	
151				ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	$ 2.72	None	None	
152				ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	$ 2.45	None	None	
153				ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	$ 2.37	None	None	
154				ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	$ 27.96	None	None	
155				ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	$ 13.45	None	None	
156				ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	$ 9.03	None	None	
157				ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	$ 33.00	None	None	
158				ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	$ 18.29	None	None	
159				ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	$ 13.73	None	None	
160				SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	$ 25.87	None	None	
161				SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	$ 11.58	None	None	
162				SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	$ 7.24	None	None	
163				SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	$ 30.90	None	None	
164				SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	$ 16.43	None	None	
165				SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	$ 11.94	None	None	

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166				Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	$ 5.27	None	None	
167				Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	$ 5.08	None	None	
168				Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	$ 4.93	None	None	
169		**Sub-loop Unbundling Cross Connect**		Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	$ 242.15	$ 91.77	
170				Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	$ 242.99	$ 92.60	
171				Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	$ 242.15	$ 91.77	
172				Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	$ 242.99	$ 92.60	
173		**Dedicated Transport (DT)**		DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	$ 33.76	$ 52.91	$ 28.43	
174				DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	$ 32.55	$ 52.91	$ 28.43	
175				DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	$ 34.08	$ 52.91	$ 28.43	
176				DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	$ 44.32	$ 52.91	$ 28.43	
177				DT-DS1 Interoffice Transport, First Mile - Disconnect	NKCT8	NA	$ 12.05	$ 3.66	
178				DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	$ 0.1005	None	None	
179				DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	$ 0.1093	None	None	
180				DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	$ 0.1343	None	None	
181				DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	$ 0.0968	None	None	
182				DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	$ 199.77	$ 81.05	$ 65.73	
183				DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	$ 179.53	$ 81.05	$ 65.73	
184				DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	$ 194.60	$ 81.05	$ 65.73	
185				DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	$ 308.37	$ 81.05	$ 65.73	
186				DT-DS3 Interoffice Transport, First Mile - Disconnect	NKCT9	NA	$ 12.05	$ 3.66	
187				DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	$ 2.9127	None	None	
188				DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	$ 3.2041	None	None	
189				DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	$ 3.9582	None	None	
190				DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	$ 2.7821	None	None	
191		**Dedicated Transport Cross Connect**		DS1 TO Collocation	UCXHX	$ 7.51	$ 57.08	$ 40.49	
192				DS3 to Collocation	UCXJX	$ 25.70	$ 70.78	$ 54.19	
193		**Multiplexing**		DS1 to VG	UM4BX	$ 249.02	$ 29.00	$ 24.15	
194				DS1 to VG - Disconnect	NKCTC	None	$ 2.46	$ 1.68	
195				DS3 to DS1	UM4AX	$ 322.06	$ 41.71	$ 20.01	
196				DS3 to DS1 - Disconnect	NKCT6	None	$ 9.03	$ 2.90	
197		**Dark Fiber**		Dark Fiber -Interoffice per strand	ULYCX	$ 39.12	$ 991.37	$ 991.37	
198				Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	$ 0.016297	None	None	
199				Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	$ 0.014145	None	None	
200				Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	$ 0.012300	None	None	
201				Dark Fiber Cross Connect - Interoffice	UKCJX	$ 4.60	$ 48.59	$ 48.59	
202				Dark Fiber - Interoffice Inquiry	NR9D6	None	$ 335.92	$ 335.92	
203		**Routine Modifications**		Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA	
204		**800 Database**		Toll Free Database Query	Not Applicable	$ 0.0000980	None	None	
205				Call Handling and Destination	Not Applicable	$ 0.0000181	None	None	
206		**Service Order Charges**		Manual New - Simple	NRBUQ	None	$ 5.00	None	
207				Manual Change - Simple	NRBUO	None	$ 5.00	None	
208				Manual Record - Simple	NRBUU	None	$ 5.00	None	
209				Manual Disconnect - Simple	NRBUW	None	$ 5.00	None	
210				Manual Suspend - Simple	NRBJZ	None	$ 5.00	None	
211				Manual Restore - Simple	NRBJ9	None	$ 5.00	None	
212				Manual Expedited - Simple	NRMV1	None	$ 5.00	None	
213				Manual Customer Not Ready - Simple	NRMV5	None	$ 5.00	None	
214				ManualDue Date Change or Cancellation - Simple	NRMV3	None	$ 5.00	None	
215				Manual New - Complex	NRBUR	None	$ 91.93	None	
216				Manual Change - Complex	NRBUP	None	$ 62.56	None	
217				Manual Record - Complex	NRBUV	None	$ 62.17	None	
218				Manual Disconnect - Complex	NRBUX	None	$ 52.83	None	
219				Manual Suspend - Complex	NRBJ7	None	$ 62.56	None	
220				Manual Restore - Complex	NRBJ8	None	$ 62.56	None	
221				Manual Expedited - Complex	NRMV2	None	$ 91.93	None	

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
222				Manual Customer Not Ready - Complex	NRMV6	None	$ 91.93	None	
223				Manual Due Date Change or Cancellation - Complex	NRMV4	None	$ 91.93	None	
224				Electronic New - Simple	NR9W2	None	$ 2.58	None	
225				Electronic New - Complex	NRBGX	None	$ 80.31	None	
226				Electronic Change - Simple	NR9GG	None	$ 2.56	None	
227				Electronic Change - Complex	NR9G8	None	$ 80.31	None	
228				Electronic Record - Simple	NR9GU	None	$ 0.80	None	
229				Electronic Record - Complex	NR9G7	None	$ 5.07	None	
230				Electronic Disconnect - Simple	NR9GZ	None	$ 1.22	None	
231				Electronic Disconnect - Complex	NR9G9	None	$ 27.45	None	
232				Electronic Suspend Simple	NRBJ5	None	$ 2.56	None	
233				Electronic Restore Simple	NRBJ6	None	$ 2.56	None	
234				Electronic Expedited Simple	NRMV7	None	$ 2.58	None	
235				Electronic Expedited Complex	NRMVX	None	$ 2.58	None	
236				Electronic Customer Not Ready Simple	NRMV9	None	$ 2.58	None	
237				Electronic Customer Not Ready - Complex	NRMVY	None	$ 2.58	None	
238				Electronic Due Date Change or Cancellation Simple	NRMV8	None	$ 2.58	None	
239				Electronic Due Date Change or Cancellation Complex	NRMVZ	None	$ 2.58	None	
240				PIC Change Charge	NRBL9	None	$ 2.58	0.05	
241		**OTHER**							
242		**Directory Assistance**		Directory Assistance (DA) - per call	ZZUO3/ZZUO4	$ 0.37	None	None	
243				Directory Assistance Call Completion (DACC) - per call	ZZUO7	$ 0.15	None	None	
244				National Directory Assistance (NDA)	ZZUO5/ZZUO6	$ 0.65	None	None	
245				Directory Assistance Non-Pub Emergency Service	Not Applicable	$ 2.00	None	None	
246				Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	$ 1,800.00	None	
247				Directory Assistance - Branding Per call	ZZUCB	$ 0.025	None	None	
248				Directory Assistance - Rate Reference Initial Load	NRBDL	None	$ 2,200.00	None	
249				Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	$ 1,000.00	None	
250				Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	$ 0.0585	None	
251				Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	$ 0.0585	None	
252				Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	$ 2.10	None	None	
253				Business Category Search (BCS)	ZZUOB	$ 0.65	None	None	
254				Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	$ 0.65	None	None	
255		**Operator Services**		Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	$ 0.15	None	None	
256				Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	$ 0.020	None	None	
257				Operator Services - Branding Initial/Subsequent Load	NRBDG	None	$ 1,800.00	None	
258				Operator Services - Branding Per call	ZZUCB	$ 0.025	None	None	
259				Operator Services - Rate Reference - Initial Load	NRBDL	None	$ 2,200.00	None	
260				Operator Services - Rate Reference - Subsequent Load	NRBDM	None	$ 1,000.00	None	
261				Intralata Message Rating - Rate per initial load	Not Applicable	None	$ 602.86	None	
262				Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	$ 602.86	None	
263		**Miscellaneous**		NXX Migration- Migration Charge per NXX	Not Applicable	None	$ 7,500.00	None	
264				Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	$ 0.000323	None	None	
265		**BCR**		Per interstate local message	Not Applicable	$ 0.050	None	None	
266				Per local message	Not Applicable	$ 0.080	None	None	
267		**Hosting**		Billable Message Records and /or access usage records - per Record Charge	Not Applicable	$ 0.003	None	None	
268				Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	$ 0.002	None	None	
269				Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	$ 0.005	None	None	
270				Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	$ 0.007	None	None	
271				Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	$ 0.010	None	None	
272		**Clearinghouse**		CH processing charge for service - per originated CH record	Not Applicable	$ 0.020	None	None	
273				CH billing message - per message	Not Applicable	$ 0.050	None	None	

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
274		**Maintenance of Service Charges & Non-Productive Dispatch**		Basic Time - per half hour	MVV	None	$ 21.44	$ 21.44	
275				Overtime - per half hour	MVV	None	$ 28.01	$ 28.01	
276				Premium Time - per half hour	MVV	None	$ 34.59	$ 34.59	
277		**Time and Materials Charges**		Basic Time - per half hour	ALK, ALT,ALH	None	$ 21.44	$ 21.44	
278				Overtime - per half hour	ALK, ALT,ALH	None	$ 28.01	$ 28.01	
279				Premium Time - per half hour	ALK, ALT,ALH	None	$ 34.59	$ 34.59	
280						Annual Rates			
281		**Poles and Duct**		Poles ($/attachment/yr.)*		$ 2.85			
282									
283				Per Foot Conduit Occupancy Fees					
284		**(Structure)**		Full Duct ($/ft/yr.)		$ 0.90			
285				Half Duct ($/ft/yr)		$ 0.45			
286									
287				*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendred unusable by the attachment's presence.					
288									
289									
290				Contract Administration Fee			$ 125.00		
291				Administrative Record-Keeping Fee			$ 125.00		
292									
293									
294		**INTERCARRIER COMPENSATION**							
295									
296		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU			ZZUR2	$ 0.0007			
297									
298				Optional EAS Transport & Termination per MOU	ZZUR2	$ 0.002487	None	None	
299									
300		***RESALE***				***RESALE DISCOUNTS***			
301				**Business**		RECURRING	NON-RECURRING		
302				**LOCAL EXCHANGE SERVICE**					
303				Business 1 Party		21.60%	21.60%		
304				Business - Multi-Line Hunting		21.60%	21.60%		
305				Business - Measured		21.60%	21.60%		
306				Business - Measured (HTG Class of Service)		21.60%	21.60%		
307				Customer Operated Pay Telephone (COPT)		21.60%	21.60%		
308									
309				**EXPANDED LOCAL CALLING**					
310				EMS - Optional		21.60%	21.60%		
311				Expanded Local Calling (Mandatory)		21.60%	21.60%		
312				Extended Area Calling Service - Optional		21.60%	21.60%		
313				Mandatory EACS - Hotel/Motel Measured Trunk		21.60%	21.60%		
314				Mandatory EACS - Multi-Line Hunting		21.60%	21.60%		
315				Mandatory EACS - One element measured, 1-party		21.60%	21.60%		
316				Mandatory EACS - PBX Trunk		21.60%	21.60%		
317				Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%		
318									
319				**VERTICAL SERVICES**					
320				Anonymous Call Rejection		21.60%	21.60%		
321				Auto Redial		21.60%	21.60%		
322				Auto Redial - Usage Sensitive		21.60%	21.60%		
323				Call Blocker		21.60%	21.60%		
324				Call Forwarding		21.60%	21.60%		
325				Call Forwarding - Busy Line		21.60%	21.60%		
326				Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		
327				Call Forwarding - Don't Answer		21.60%	21.60%		
328				Call Return		21.60%	21.60%		

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
329				Call Return - Usage Sensitive		21.60%	21.60%		
330				Call Trace		21.60%	21.60%		
331				Call Waiting		21.60%	21.60%		
332				Calling Name		21.60%	21.60%		
333				Calling Number		21.60%	21.60%		
334				ComCall®		21.60%	21.60%		
335				Personalized Ring (1 dependent number)		21.60%	21.60%		
336				Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
337				Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
338				Priority Call		21.60%	21.60%		
339				Remote Access to Call Forwarding		21.60%	21.60%		
340				Selective Call Forwarding		21.60%	21.60%		
341				Simultaneous Call Forwarding		21.60%	21.60%		
342				Speed Calling 8		21.60%	21.60%		
343				Speed Calling 30		21.60%	21.60%		
344				Three Way Calling		21.60%	21.60%		
345									
346				**DID**					
347				DID (First Block of 100 - Category 1)		21.60%	21.60%		
348				DID (First Block of 10 - Category 1)		21.60%	21.60%		
349				DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%		
350				DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%		
351				DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%		
352				DID (with dial pulse)		21.60%	21.60%		
353				DID (with Multifrequency)		21.60%	21.60%		
354				DID (with Dual-Tone Multifrequency)		21.60%	21.60%		
355				DID (1st 10 Trunks or access lines)		21.60%	21.60%		
356				DID (11th thru 50th trunk or network access line)		21.60%	21.60%		
357				DID (51st trunk or network access line)		21.60%	21.60%		
358									
359				**TRUNKS**					
360				Trunk		21.60%	21.60%		
361									
362				**AIN**					
363				Area Wide Networking		21.60%	21.60%		
364				Caller Intellidata®		21.60%	21.60%		
365				Disaster Routing Service		21.60%	21.60%		
366				Intelligent Redirectsm		21.60%	21.60%		
367				IntelliNumber		21.60%	21.60%		
368				Positive ID		21.60%	21.60%		
369									
370				**OTHER**					
371				Customer Alerting Enablement		21.60%	21.60%		
372				Grandfathered Services		21.60%	21.60%		
373				Hot Line		21.60%	21.60%		
374				Hunting		21.60%	21.60%		
375				Night Number associated with Telephone Number		21.60%	21.60%		
376				Night Number associated with a Terminal		21.60%	21.60%		
377				Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		
378				Promotions (Greater than 90 days)		21.60%	21.60%		
379				Preferred Number Service		21.60%	21.60%		
380				Telebranch®		21.60%	21.60%		
381				TouchTone (Business)		21.60%	21.60%		
382				TouchTone (Trunk)		21.60%	21.60%		
383				Voice Dial		21.60%	21.60%		
384				Warm Line		21.60%	21.60%		
385									
386				**Data Services**					
387				Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.60%	21.60%		

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
388				PBX Trunks		21.60%	21.60%		
389				DS3		21.60%	21.60%		
390									
391				**ISDN**					
392				Digilinesm (ISDN BRI)		21.60%	21.60%		
393				Select Video Plus®		21.60%	21.60%		
394				Smart Trunksm (ISDN PRI)		21.60%	21.60%		
395				SuperTrunk		21.60%	21.60%		
396									
397				**TOLL**					
398				IntraLATA MTS		21.60%	21.60%		
399				MaxiMizer 800®		21.60%	21.60%		
400				OutWATS		21.60%	21.60%		
401									
402				**OPTIONAL TOLL CALLING PLANS**					
403				1+SAVERsm		21.60%	21.60%		
404									
405				**PLEXAR®**					
406				Plexar I®		21.60%	21.60%		
407				Plexar II®		21.60%	21.60%		
408				Plexar Custom		21.60%	21.60%		
409									
410				**PRIVATE LINE**					
411				Analog Private Lines		21.60%	21.60%		
412				Business Video Service		21.60%	21.60%		
413				DOVLink		21.60%	21.60%		
414				Frame Relay		21.60%	21.60%		
415				MegaLink I®		21.60%	21.60%		
416				MegaLink II®		21.60%	21.60%		
417				MegaLink III®		21.60%	21.60%		
418				MicroLink I®		21.60%	21.60%		
419				Network Reconfiguration Service		21.60%	21.60%		
420									
421				**RESIDENCE**		***RESALE DISCOUNTS***			
422				**LOCAL EXCHANGE SERVICE**		RECURRING	NON-RECURRING		
423				Life Line and Link Up America Services		21.60%	21.60%		
424				Residence 1 Party		21.60%	21.60%		
425				Residence Measured		21.60%	21.60%		
426									
427				**EXPANDED LOCAL CALLING**					
428				Expanded Local Calling (Mandatory)		21.60%	21.60%		
429				Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%		
430				Mandatory EACS - One element measured, 1 Party		21.60%	21.60%		
431				EMS - Optional		21.60%	21.60%		
432				Extended Area Calling Service - Optional		21.60%	21.60%		
433									
434				**VERTICAL SERVICES**					
435				Anonymous Call Rejection		21.60%	21.60%		
436				Auto Redial		21.60%	21.60%		
437				Auto Redial - Usage Sensitive		21.60%	21.60%		
438				Call Blocker		21.60%	21.60%		
439				Call Forwarding		21.60%	21.60%		
440				Call Forwarding - Busy Line		21.60%	21.60%		
441				Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		
442				Call Forwarding - Don't Answer		21.60%	21.60%		
443				Call Return		21.60%	21.60%		
444				Call Return - Usage Sensitive		21.60%	21.60%		
445				Call Trace		21.60%	21.60%		
446				Call Waiting		21.60%	21.60%		

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
447				Calling Name		21.60%	21.60%		
448				Calling Number		21.60%	21.60%		
449				ComCall®		21.60%	21.60%		
450				Personalized Ring (1 dependent number)		21.60%	21.60%		
451				Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
452				Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
453				Priority Call		21.60%	21.60%		
454				Remote Access to Call Forwarding		21.60%	21.60%		
455				Selective Call Forwarding		21.60%	21.60%		
456				Simultaneous Call Forwarding		21.60%	21.60%		
457				Speed Calling 8		21.60%	21.60%		
458				Three Way Calling		21.60%	21.60%		
459									
460				**ISDN**					
461				Digiline sm		21.60%	21.60%		
462									
463				**OTHER**					
464				Customer Alerting Enablement		21.60%	21.60%		
465				Grandfathered Services		21.60%	21.60%		
466				Hot Line		21.60%	21.60%		
467				Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		
468				Promotions (Greater than 90 days)		21.60%	21.60%		
469				Preferred Number Service		21.60%	21.60%		
470				TouchTone		21.60%	21.60%		
471				Voice Dial		21.60%	21.60%		
472				Warm Line		21.60%	21.60%		
473									
474				***OTHER (Resale)***					
475									
476				Directory Assistance Services		21.60%	21.60%		
477				Local Operator Assistance Service		21.60%	21.60%		
478									
479				Branding - Resellers					
480				- Initial Load	NRBDG	NA	$1,800.00		
481				- Subsequent Load	NRBDG	NA	$1,800.00		
482				- Per Call	ZZUCB	$ 0.02500	NA		
483				Rate Reference - Resellers					
484				- Initial Load	NRBDL	NA	$2,200.00		
485				- Subsequent Load	NRBDM	NA	$1,000.00		
486									
487				**TOLL**					
488				Home 800sm		21.60%	21.60%		
489				IntraLATA MTS		21.60%	21.60%		
490				900/976 Call Restriction		21.60%	21.60%		
491				976 Information Delivery Service		0%	0%		
492				Access Services		0%	0%		
493				Additional Directory Listings		21.60%	21.60%		
494				Bill Plus		5%	5%		
495				Cellular Mobile Telephone Interconnection Services		0%	0%		
496				Company Initiated Suspension Service		0%	0%		
497				Connections with Terminal Equipment and Communications Equipment		0%	0%		
498				Consolidated Billing		5%	5%		
499				Construction Charges		0%	0%		
500				Customer Initiated Suspension Service		0%	0%		
501				Distance Learning		21.60%	21.60%		
502				Exchange Connection Service		0%	0%		
503				Maintenance of Service Charges		0%	0%		

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
504				Shared Tenant Service		0%	0%		
505				Telecommunications Service Priority Systems		0%	0%		
506				Toll Restriction		21.60%	21.60%		
507									
508				Electronic Billing Information Data (daily usage) per message		$ 0.003	NA		
509									
510				Simple conversion charge per billable number		NA	$16.65		
511				Electronic conversion orders per billable number		NA	$5.00		
512				Complex conversion orders per billable number		NA	$52.55		

APPENDIX WP
EXHIBIT I
SBC TEXAS

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Albany			$2.83	
Alpine			$2.83	
Alvarado			$2.83	
Angleton			$2.83	
Anson			$2.83	
Atlanta			$2.83	
Aubrey			$2.83	
Bastrop			$2.83	
Beeville			$2.83	
Bellville			$2.83	
Borger			$2.83	
Bowie			$2.83	
Breckenridge			$2.83	
Bridge City			$2.83	
East Regional			$2.83	
Cameron			$2.83	
Canadian			$2.83	
Carthage			$2.83	
Center			$2.83	
Chiilicothe			$2.83	
Childress			$2.83	
Cisco			$2.83	
Colorado City			$2.83	
SE Texas Area			$2.83	
Cotulla			$2.83	
Crane			$2.83	
Cuero			$2.83	
Edna			$2.83	
El Campo			$2.83	
Elgin			$2.83	
Farmersville			$2.83	
Ft. Stockton			$2.83	
Gainesville			$2.83	
Goliad			$2.83	
Graham			$2.83	
Gruver			$2.83	
Hempstead			$2.83	
Hereford			$2.83	
Hillsboro			$2.83	
Jacksboro			$2.83	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Jefferson			$2.83	
Jewett			$2.83	
Kenedy			$2.83	
Kermit			$2.83	
Kirbyville			$2.83	
Lampasas			$2.83	
Liberty			$2.83	
Lockhart			$2.83	
Luling			$2.83	
Madisonville			$2.83	
Marlin			$2.83	
Mathis			$2.83	
Mclean			$2.83	
Meridian			$2.83	
Mexia			$2.83	
Mineola			$2.83	
Mineral Wells			$2.83	
Monahans			$2.83	
Mt. Pleasant			$2.83	
Pampa			$2.83	
Pearsall			$2.83	
Pittsburg			$2.83	
Pleasanton			$2.83	
Port Arthur			$2.83	
Quanah			$2.83	
Refugio			$2.83	
Rockdale			$2.83	
Rockport			$2.83	
Rotan			$2.83	
San Augustine			$2.83	
S Central			$2.83	
Seminole			$2.83	
Shamrock			$2.83	
Sinton			$2.83	
Smithville			$2.83	
Snyder			$2.83	
Stanton			$2.83	
Strawn			$2.83	
Sweetwater			$2.83	
Taylor			$2.83	
Timpson			$2.83	
Uvalde			$2.83	
Vernon			$2.83	
Wharton			$2.83	
Yoakum			$2.83	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Yorktown			$2.83	
Alice			$5.99	
Bandera			$5.99	
Bay City			$5.99	
Big Spring			$5.99	
Brazosport			$5.99	
Cleburne			$5.99	
Cleveland			$5.99	
Corsicana			$5.99	
Denison			$5.99	
Ellis County Area			$5.99	
Granbury			$5.99	
Greater Hunt County			$5.99	
Greater Orange/Bridge			$5.99	
Huntsville			$5.99	
S Greater Coastal Bend			$5.99	
Marshall			$5.99	
Nacogdoches			$5.99	
Nederalnd			$5.99	
New Braunfels			$5.99	
Orange			$5.99	
Paris-Honey Grove			$5.99	
Plainview			$5.99	
Sequin			$5.99	
Texas City			$5.99	
Weatherford			$5.99	
Abiline			$32.62	
Amarillo			$32.62	
Beaumont			$32.62	
El Paso			$32.62	
Galveston			$32.62	
Laredo			$32.62	
Longview			$32.62	
Lubbock			$32.62	
McKinney Area			$32.62	
Mid & South County			$32.62	
Midland			$32.62	
Odessa			$32.62	
Temple			$32.62	
Tyler			$32.62	
Victoria			$32.62	
Waco			$32.62	
Wichita Falls			$32.62	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Corpus Christi			$323.37	
Rio Grande Valley			$323.37	
Austin (Bus)			$531.48	
Austin (Res)			$531.48	
Ft. Worth			$531.48	
San Antonio (Bus)			$531.48	
San Antonio (Res)			$531.48	
Dallas (Bus)			$924.07	
Dallas (Res)			$924.07	
Houston (Bus)			$924.07	
Houston (Res)			$924.07	

APPENDIX
PERFORMANCE MEASUREMENTS

(SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS, SBC KANSAS, SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS
- COMMISSION ORDERED)

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

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

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

1.3 As used herein, the term "Service Bureau Provider" means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.

1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SBC SOUTHWEST REGION 5-STATE is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.

1.6 SBC SOUTHWEST REGION 5-STATE's agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC SOUTHWEST REGION 5-STATE and CLEC agree that CLEC may not use the existence of this Plan as evidence that SBC SOUTHWEST REGION 5-STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC SOUTHWEST REGION 5-STATE's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that SBC SOUTHWEST REGION 5-STATE's performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS
AND
NEUTRAL TANDEM-TEXAS, LLC

This Amendment amends the Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas[1] ("AT&T") and Neutral Tandem-Texas, LLC ("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 Texas.

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 June 2, 2005 (the "Agreement"); and

WHEREAS, the Public Utility Commission of Texas issued an order ("Order") in Docket No. 31303, on April 7, 2006, setting forth the methodology to determine AT&T Texas Wire Centers which are non-impaired;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement the terms and conditions established by the Order;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in Attachment A attached hereto.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. 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.

[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Texas as AT&T Texas.

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. 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. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").

10. 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 entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11th day of May, 2006, by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Neutral Tandem-Texas, LLC

By: David Tatak

Printed: DAVID TATAK

Title: VP BILLING & REVENUE
(Print or Type)

Date: 5/9/06

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas by AT&T Operations, Inc., its authorized agent

By: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 5-11-06

FACILITIES-BASED OCN # 903 C

ACNA OWS

ATTACHMENT A to UNE Appendix

1. Non-Impaired Wire Center Criteria and Related Processes

1.1 AT&T TEXAS 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 pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T TEXAS' designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T TEXAS 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 X.0 of this Amendment shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 1 of this Amendment.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled 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 pursuant to Rules 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T TEXAS wire center non-impairment designation, the CLEC will provide a self-certification to AT&T TEXAS identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T TEXAS as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T TEXAS claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T TEXAS. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T TEXAS shall provision the requested facilities in accordance with CLEC's order and within AT&T TEXAS' standard ordering interval applicable to such facilities. If AT&T TEXAS in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section X.0 of this Amendment, AT&T TEXAS will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

1.1.1 The parties recognize that wire centers that AT&T TEXAS had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T TEXAS may add the wire center to the list of designated wire centers and the Parties will use the following process:

1.1.1.1 AT&T TEXAS may update the wire center list as changes occur.

1.1.1.2 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 TEXAS will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

1.1.1.3 AT&T TEXAS will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

1.1.1.4 In the event the CLEC disagrees with AT&T TEXAS' determination and CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T TEXAS' determination regarding the wire center by providing a self-certification to AT&T TEXAS.

1.1.1.5 If the CLEC does not use the self-certification process described in this Section X.0 of this Amendment to self-certify against AT&T TEXAS' wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the transitional period set forth in Sections 2.1, 2.2.and 2.3 (For purposes of establishing the beginning of the transition period, the written notice referenced in the above-referenced sections will be deemed to have been given 31 calendar days after the issuance of the Accessible Letter. No additional notification will be required.

1.1.1.6 If the CLEC does provide self-certification to dispute AT&T TEXAS' designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T TEXAS may dispute CLEC's self-certification as described in Sections 1.1.3 and 1.1.4 of this Amendment and AT&T TEXAS will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

1.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

1.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.

1.1.2.1 Commission approval is required before any designated wire center is declassified pursuant to the thresholds set forth in Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If no CLEC provides self certification, AT&T Texas shall make a filing with the Commission requesting approval of such declassification(s). Commission approval of such declassification(s) is required even if a CLEC withdraws its self-certification before, or after, a dispute has been filed with the Commission. A filing seeking Commission approval of wire centers designated for declassification shall include the following information: a) the common language location identifier of the wire center; b) the number of switched business lines served by AT&T Texas in that wire center as reported in ARMIS 43-08 for the year just ended; c) the number of UNE-P lines and/or lines provided via comparable commercial agreements used to serve business customers; d) the number of analog UNE-L lines in service; e) the number of DS0 voice grade equivalent lines provided over DS-1 UNE-L lines in service; f) the number of DS0 voice grade equivalent lines provided over DS-3 UNE-L lines in service; g) a completed worksheet that shows, in detail, any conversion of access lines to DS0 voice grade equivalents; h) the names of unaffiliated fiber-based collocators; and i) affidavits of persons attesting to the aforementioned information.

1.1.3 In the state of Texas, if it desires to do so, AT&T TEXAS can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T TEXAS will 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 TEXAS will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this amendment, whichever is later. AT&T TEXAS will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T TEXAS' failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a

waiver by AT&T TEXAS of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T TEXAS shall promptly notify CLEC of any time where AT&T TEXAS has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T TEXAS may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 1.1.1 of this Amendment. During the timeframe of any dispute resolution proceeding, AT&T TEXAS shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

1.1.3.1 For wire centers designated by AT&T TEXAS prior to March 11, 2005 and

1.1.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,

1.1.3.1.1.1 CLEC will provide true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.4 between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.5. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.4. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after 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 2.4. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

1.1.3.2 For wire centers designated by AT&T after March 11, 2005,

1.1.3.2.1 For affected loop/transport elements ordered before AT&T's wire center designation,

1.1.3.2.1.1 if the applicable transition period is within the initial *TRRO* transition period described in Section 2.5 of this Amendment, CLEC will provide true-up during the period between the date that is thirty (30) days after AT&T ILEC's notice of non-impairment and the date the circuit is transitioned at the transitional rate described in Section 2.4.

1.1.3.2.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 2.5 has expired, CLEC will provide true-up based on the rate in effect at the time of AT&T Texas' non-impairment designation plus 15% between the date that is thirty (30) days after AT&T ILEC's notice of non-impairment and the end of the applicable transition period described in Section 1.1.1 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.4. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.2.2 For affected loop/transport elements ordered after AT&T's wire center designation, CLEC will provide true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after 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 2.4. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

1.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T TEXAS 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 TEXAS intends to rely, which will include the detailed business line information for the AT&T TEXAS wire center or centers that are the subject of the dispute.

1.2 Requested transitions of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s) shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

1.3 AT&T TEXAS will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T TEXAS will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

1.4 CLECs will continue to have unbundled access to high-capacity loops for a building whenever the primary serving wire center for the geographic area in which the building is located is impaired, regardless of the impairment status of any other wire center that might also have connectivity to the building.

2.0 Additional Cited Language

2.1 (CC 4.7.1.3) Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as 251(c)(3) UNEs under this Agreement, AT&T TEXAS will provide written notice to CLEC of such Declassification 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 sixty (60) days from the date of such notice, AT&T TEXAS agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the AT&T TEXAS notice letter. Unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T TEXAS requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, AT&T TEXAS shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as AT&T TEXAS and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and AT&T TEXAS have failed to reach agreement as to a substitute service within such sixty (60) day period, then AT&T TEXAS may disconnect the subject UNE(s) or combination of UNEs.

2.2 (CC5.3.1.1) Effect on Embedded Base. [Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.] Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as a 251(c)(3) UNE under this Agreement, AT&T TEXAS will provide written notice to CLEC of such Declassification 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 sixty (60) days from the date of such notice, AT&T TEXAS agrees to continue providing such element(s) under the terms of this Agreement. At the end of the 60-day notice period, provision of the affected dedicated transport dark fiber to CLEC will be terminated without

further obligation of AT&T TEXAS. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the AT&T TEXAS notice letter.

2.3 (CC 7.10) Effect on Embedded Base. Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as 251(c)(3) UNEs under this Agreement, AT&T TEXAS will provide written notice to CLEC of such Declassification 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 sixty (60) days from the date of such notice, AT&T TEXAS agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the AT&T TEXAS notice letter. Unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T TEXAS requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, AT&T TEXAS shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as AT&T TEXAS and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and AT&T TEXAS have failed to reach agreement as to a substitute service within such sixty (60) day period, then AT&T TEXAS may disconnect the subject UNE(s) or combination of UNEs

2.4 (CC Rider 2.3) Transitional Pricing for Embedded Base. Notwithstanding anything in the Interconnection Agreement – Texas which was approved prior to March 11, 2005, if applicable, (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element, during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15%* ("Transitional Pricing").

2.4.1 (CC Rider 2.3.1) Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005.

2.4.2 (CC Rider 2.3.2) CLEC shall be fully liable to AT&T TEXAS to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

2.4.3 (CC Rider 2.3.3) The Parties agree to work together to develop a mutually agreeable conversion process that includes agreement on the conversion request formats and associated systems, as well as an agreement on what additional information is needed from AT&T TEXAS to enable CLEC to identify the loop and transport Network Elements that need to be converted.

2.4.4 (CC Rider 2.3.4) AT&T TEXAS will not require physical rearrangements and will not physically disconnect, separate or alter or change the facilities being replaced, except at the request of CLEC.

2.4.4.1 (CC Rider 2.3.4.1) To avoid customer impact during the transition of UNE-P to alternative arrangements, AT&T TEXAS commits to suppress line loss and related CARE notifications when the conversion requests are processed.

2.4.5 (CC Rider 2.3.5) Conversion Charges - AT&T TEXAS shall not impose any termination, re-connect or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Transitional Declassified Network Elements.

2.5 (CC Rider 2.2) Transitional Provision of Embedded Base. As to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, AT&T TEXAS shall continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Interconnection Agreement - Texas which was approved prior to March 11, 2005, if applicable, (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element, for a transitional period of time, ending upon the earlier of:

(a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Loop-Transport Element(s);

(b) CLEC's transition of an Affected Loop-Transport Element(s) to an alternative arrangement; or

(c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport). To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, AT&T TEXAS, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs, unless otherwise instructed in writing by the CLEC.

AT&T TEXAS' transitional provision of embedded base Affected Loop-Transport Element(s) under this Section 2.5 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, AT&T TEXAS may, without further notice or liability, cease providing the Affected Loop-Transport Element(s).

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T TEXAS
AND
NEUTRAL TANDEM-TEXAS, LLC.

The Interconnection Agreement dated June 2, 2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T Texas")[1] and Neutral Tandem-Texas, LLC. ("Neutral Tandem") ("Agreement") effective in the State of Texas is hereby amended as follows:

1. Section 5. Effective Date, Term and Termination of the General Terms and Conditions is amended by adding the following section:

   5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from January 11, 2008 until January 11, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Neutral Tandem, by AT&T Texas pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

2. The Parties acknowledge and agree that AT&T Texas shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

5. This Amendment shall be filed with and is subject to approval by the Public Utility Commission of Texas and shall become effective ten (10) days following approval by such Commission.

[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. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Texas as "AT&T Texas".

Neutral Tandem-Texas, LLC.

By: David Tatak

Name: DAVID TATAK
(Print or Type)

Title: VP Billing & Revenue Svcs.
(Print or Type)

Date: 3/14/08

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

By: Eddie A. Reed, Jr.

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director – Interconnection Agreements

Date: 3.31.08

SWITCH-BASED OCN # 903C

UNE OCN # _____

RESALE OCN # _____

ACNA OWS

AT&T Wholesale Amendment

Contract Number: 18470

AMENDMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

AND

NEUTRAL TANDEM-TEXAS, LLC

Signature: eSigned - John Bullock

Name: eSigned - John Bullock
(Print or Type)

Title: SVP - Network Engineering and Operations
(Print or Type)

Date: 24 Sep 2013

Neutral Tandem-Texas, LLC

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: Director
(Print or Type)

Date: 26 Sep 2013

Southwestern Bell Telephone Company d/b/a AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	CLEC OCN
TEXAS	903C

Description	ACNA Code(s)
ACNA(s)	OWS

AMENDMENT TO THE AGREEMENT
BETWEEN
NEUTRAL TANDEM-TEXAS, LLC
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T TEXAS

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T Texas") and Neutral Tandem-Texas, LLC ("Neutral Tandem" or "CLEC"). AT&T Texas and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Texas 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 3, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, Neutral Tandem will be acting as a numbering partner for certain interconnected VoIP providers ("IVPs") in connection with the numbering trial approved by the FCC in the *Direct Access Order*, 28 FCC Rcd 5842 (2013). As such, Neutral Tandem will be delivering traffic to and receiving traffic from AT&T on behalf of IVP for the duration of the trial.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Recitals are incorporated into this Amendment.

2. During the trial AT&T Texas and Neutral Tandem will interconnect, exchange traffic and maintain compensation for IVP traffic as if it were traffic to or from Neutral Tandem' end users as provided for in the Agreement. For avoidance of doubt, after conclusion of the trial, Neutral Tandem and AT&T Texas shall no longer exchange traffic destined to or originating from IVPs, pursuant to this Agreement.

3. By agreeing to exchange IVP traffic pursuant to this Agreement for the duration of the trial, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. This Amendment shall be filed with and is subject to approval by the Public Utility Commission of Texas ("Commission") and shall become effective one (1) day following approval by such Commission ("Effective Date").

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

NEUTRAL TANDEM-ALABAMA, LLC; NEUTRAL TANDEM-LOUISIANA, LLC; NEUTRAL TANDEM-MISSISSIPPI, LLC; NEUTRAL TANDEM-NORTH CAROLINA, LLC; NEUTRAL TANDEM-SOUTH CAROLINA, LLC; NEUTRAL TANDEM-TENNESSEE, LLC; NEUTRAL TANDEM-FLORIDA, LLC; NEUTRAL TANDEM-GEORGIA, LLC; NEUTRAL TANDEM-KENTUCKY, LLC; NEUTRAL TANDEM-ILLINOIS, LLC; NEUTRAL TANDEM-ARKANSAS, LLC; NEUTRAL TANDEM-KANSAS, LLC; NEUTRAL TANDEM-OKLAHOMA, LLC; NEUTRAL TANDEM-INDIANA, LLC; NEUTRAL TANDEM-MISSOURI, LLC: NEUTRAL TANDEM-NEVADA, LLC; NEUTRAL TANDEM-MICHIGAN, LLC; NEUTRAL TANDEM-CALIFORNIA, LLC; NEUTRAL TANDEM-TEXAS, LLC

Signature: eSigned - John Schoder

Name: eSigned - John Schoder
(Print or Type)

Title: CMO
(Print or Type)

Date: 22 Oct 2016

Neutral Tandem-Alabama, LLC; Neutral Tandem-Louisiana, LLC; Neutral Tandem-Mississippi, LLC; Neutral Tandem-North Carolina, LLC; Neutral Tandem-South Carolina, LLC; Neutral Tandem-Tennessee, LLC; Neutral Tandem-Florida, LLC; Neutral Tandem-Georgia, LLC; Neutral Tandem-Kentucky, LLC; Neutral Tandem-Illinois, LLC; Neutral Tandem-Arkansas, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Missouri, LLC: Neutral Tandem-Nevada, LLC; Neutral Tandem-Michigan, LLC; Neutral Tandem-California, LLC; Neutral Tandem-Texas, LLC

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 25 Oct 2016

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ALABAMA	604E
ARKANSAS	348F
CALIFORNIA	649C
FLORIDA	937C
GEORGIA	067D
ILLINOIS	505B
INDIANA	097D
KANSAS	205F
KENTUCKY	896E
LOUISIANA	749E
MICHIGAN	543C
MISSISSIPPI	719E
MISSOURI	093F
NEVADA	029F

NORTH CAROLINA	638E
OHIO	464C
OKLAHOMA	409F
SOUTH CAROLINA	548E
TENNESSEE	525E
TEXAS	903C
WISCONSIN	225C

Description	ACNA Code(s)
ACNA(s)	OWS

AMENDMENT TO THE AGREEMENT BETWEEN NEUTRAL TANDEM-ALABAMA, LLC; NEUTRAL TANDEM-ARKANSAS, LLC NEUTRAL TANDEM-CALIFORNIA, LLC; NEUTRAL TANDEM-FLORIDA, LLC; NEUTRAL TANDEM-GEORGIA, LLC NEUTRAL TANDEM-ILLINOIS, LLC; NEUTRAL TANDEM-INDIANA, LLC; NEUTRAL TANDEM-KANSAS, LLC; NEUTRAL TANDEM-KENTUCKY, LLC; NEUTRAL TANDEM-LOUISIANA, LLC; NEUTRAL TANDEM-MICHIGAN, LLC; NEUTRAL TANDEM-MISSOURI, LLC; NEUTRAL TANDEM-MISSISSIPPI, LLC; NEUTRAL TANDEM-NORTH CAROLINA, LLC; NEUTRAL TANDEM-NEVADA, LLC; NEUTRAL TANDEM-OKLAHOMA, LLC; NEUTRAL TANDEM-SOUTH CAROLINA, LLC; NEUTRAL TANDEM-TENNESSEE, LLC; NEUTRAL TANDEM-TEXAS, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC will be delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs; and

WHEREAS, the Parties wish to amend the Agreement, pursuant to Sections 251 and 252 of the Act, to include certain provisions relating to WC Docket No. 13-97 approved by the FCC; and

WHEREAS, the Parties desire to amend the Agreement to implement the Lifeline and Link Up Reform and Modernization et al., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the Connect America Fund et al., WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"); and

WHEREAS, the Parties desire to, modify certain provisions related to Termination of Agreement After Initial Term Expiration and to modify certain provisions related to Customer Information Services.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A, Exhibit B, and Exhibit C Pricing Sheets immediately following, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. "Interconnected VoIP Provider" or "IVP" as used in this Agreement is the entity set forth in the Preamble and that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 9.3 and for the purposes of this Agreement, refers to a specific Interconnected VoIP Provider that is a Party to this Agreement.
3. AT&T and CLEC will interconnect, exchange traffic and maintain compensation for traffic originated by or destined for an IVP as if it were traffic to or from CLEC's end users as provided for in the Agreement.
4. AT&T-21STATE shall route such IVP traffic destined for CLEC's directly connected end office as defined in the LERG, and CLEC shall be responsible, including financially, for any such traffic. AT&T-21STATE shall not be responsible for any misuse of CLEC's codes by IVP in the LERG.
5. By agreeing to exchange traffic pursuant to this Agreement, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.
6. Lifeline and Link Up Services

   6.1 Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
7. Intercarrier Compensation

   7.1 The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, 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 C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
8. Forbearance

   8.1 Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
9. Customer Information Services (CIS)

   9.1 With the exception of 9.3 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.

   9.2 Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.

   9.3 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.

10. For the States of Alabama, Louisiana, North Carolina, South Carolina and Tennessee - The Parties agree to replace Section 20 from the Agreement with the following language:

20. Notices

20.1 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:

20.1.1 delivered by electronic mail (email).

20.1.2 delivered by facsimile.

20.2 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:

20.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 20.4 below.

20.2.2 delivered by facsimile provided CLEC has provided such information in Section 20.4 below.

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

20.3.1 the date of actual receipt.

20.3.2 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.

20.3.3 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.

20.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Richard Monto SVP
STREET ADDRESS	1 South Wacker Drive, Suite 200
CITY, STATE, ZIP CODE	Chicago, IL 60606

PHONE NUMBER*	312-384-8090
FACSIMILE NUMBER	312-346-2376
EMAIL ADDRESS	monto@neutraltandem.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.

20.5 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 20. 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.

20.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 20. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

20.7 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.

11. For the States of Florida, Georgia, and Kentucky - The Parties agree to replace Section 19 from the Agreement with the following language:

19. Notices

19.1 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:

19.1.1 delivered by electronic mail (email).

19.1.2 delivered by facsimile.

19.2 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:

19.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 19.4 below.

19.2.2 delivered by facsimile provided CLEC has provided such information in Section 19.4 below.

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

19.3.1 the date of actual receipt.

19.3.2 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.

19.3.3 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.

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Richard Monto SVP
STREET ADDRESS	1 South Wacker Drive, Suite 200
CITY, STATE, ZIP CODE	Chicago, IL 60606
PHONE NUMBER*	312-384-8090
FACSIMILE NUMBER	312-346-2376
EMAIL ADDRESS	monto@neutraltandem.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.

19.5 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 19. 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.

19.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

19.7 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.

12. For the States of Illinois, Nevada, Texas and Wisconsin - 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	Richard Monto SVP
STREET ADDRESS	1 South Wacker Drive, Suite 200
CITY, STATE, ZIP CODE	Chicago, IL 60606
PHONE NUMBER*	312-384-8090
FACSIMILE NUMBER	312-346-2376
EMAIL ADDRESS	monto@neutraltandem.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 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the

change and/or addition in accordance with this Section 17. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

17.7 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.

13. For the State of California - The Parties agree to replace Section 29.14 from the Agreement with the following language:

29.14 Notices

29.14.1 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:

29.14.1.1 delivered by electronic mail (email).

29.14.1.2 delivered by facsimile.

29.14.2 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:

29.14.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 29.14.4 below.

29.14.2.2 delivered by facsimile provided CLEC has provided such information in Section 29.14.4 below.

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

29.14.3.1 the date of actual receipt.

29.14.3.2 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.

29.14.3.3 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.

29.14.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Richard Monto SVP
STREET ADDRESS	1 South Wacker Drive, Suite 200
CITY, STATE, ZIP CODE	Chicago, IL 60606
PHONE NUMBER*	312-384-8090
FACSIMILE NUMBER	312-346-2376
EMAIL ADDRESS	monto@neutraltandem.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.

29.14.5 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 29.14. 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.

29.14.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 29.14. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

29.14.7 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.

14. For the States of Michigan and Ohio - The Parties agree to replace Section 30.10 from the Agreement with the following language:

30.10 Notices

30.10.1 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:

30.10.1.1 delivered by electronic mail (email).

30.10.1.2 delivered by facsimile.

30.10.2 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:

30.10.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 30.10.4 below.

30.10.2.2 delivered by facsimile provided CLEC has provided such information in Section 30.10.4 below.

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

30.10.3.1 the date of actual receipt.

30.10.3.2 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.

30.10.3.3 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.

30.10.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Richard Monto SVP
STREET ADDRESS	1 South Wacker Drive, Suite 200
CITY, STATE, ZIP CODE	Chicago, IL 60606
PHONE NUMBER*	312-384-8090
FACSIMILE NUMBER	312-346-2376
EMAIL ADDRESS	monto@neutraltandem.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.

30.10.5 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 30.10. 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.

30.10.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 30.10. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

30.10.7 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.

15. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

16. 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.

17. 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.

18. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

19. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

20. 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.

21. For Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Michigan, Missouri, Nevada, Oklahoma, 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.

Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Neutral Tandem-Alabama, LLC	Interconnection	03/04/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Neutral Tandem-Louisiana, LLC	Interconnection	05/14/2008
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Neutral Tandem-Mississippi, LLC	Interconnection	04/08/2008
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Neutral Tandem-North Carolina, LLC	Interconnection	03/27/2008
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Neutral Tandem-South Carolina, LLC	Interconnection	03/12/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Neutral Tandem-Tennessee, LLC	Interconnection	03/24/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Neutral Tandem-Florida, LLC	Interconnection	07/21/2009
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Neutral Tandem-Georgia, LLC	Interconnection	07/10/2009
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Neutral Tandem-Kentucky, LLC	Interconnection	05/29/2009

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Neutral Tandem-Illinois, LLC	Interconnection	02/04/2004
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Neutral Tandem-Arkansas, LLC	Interconnection	07/18/2008
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Neutral Tandem-Kansas, LLC	Interconnection	09/15/2008
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Neutral Tandem-Oklahoma, LLC	Interconnection	09/12/2008
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Neutral Tandem-Indiana, LLC	Interconnection	10/27/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Neutral Tandem-Missouri, LLC	Interconnection	11/29/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Neutral Tandem-Nevada, LLC	Interconnection	09/06/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Neutral Tandem-Texas, LLC	Interconnection	10/03/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Neutral Tandem-Michigan, LLC	Interconnection	07/22/2004

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Neutral Tandem-Michigan, LLC	Interconnection	11/23/2004
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Neutral Tandem-California, LLC	Interconnection	08/06/2004
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Neutral Tandem-Illinois, LLC	Interconnection	07/26/2004

ATTACHMENT – OPERATOR SERVICES AND DIRECTORY ASSISTANCE - EXHIBIT B

(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 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, as described herein.

4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

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 Distribution of Directories:

4.2.3.1 Subject to 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 subscribers.

4.2.4 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

4.2.5 Use of Subscriber Listing Information:

4.2.5.1 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 publishing products and services.

4.2.5.2 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.

4.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

4.2.7 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.

4.2.8 Breach of Contract:

4.2.8.1 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.

4.2.9 General Conditions for Listings:

4.2.9.1 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.

4.2.9.2 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 – 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.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective through 6/30/17)				0.0007			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000023			MILE/MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			MILE/MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0003224			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			MOU
6	AL	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	AL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Initial Load, per listing					0.04		listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Update, per listing				0.04			listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Monthly Recurring Fee				150.00			monthly
6	AL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY LISTING PRODUCT	White Page Directory Listings - Initial Listing				0.00	0.00	0.00	initial listing is no charge

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
6	AL	DIRECTORY LISTING PRODUCT	Non Published / Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.30%	N/A	N/A	Flat Rate Discount for Resale
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.30%	N/A	N/A	Flat Rate Discount for Resale

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	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective through 6/30/17)		ZZUR2		$ 0.0007	NA	NA	MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective 7/01/17)		ZZUR2		$0.00	NA	NA	MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU (Effective 7/1/2015 – 6/30/2016)		ZZUR2		$ 0.0058000	NA	NA	MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU (Effective 7/1/2016 – 6/30/2017)		ZZUR2		$ 0.0007	NA	NA	MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU (Effective 7/1/2017)		ZZUR2		$0.00	NA	NA	MOU
2MR-AT	AR	Transit Traffic Service	Transiting OCA - Optional Area				$ 0.004000	NA	NA	per minute of use
2MR-AT	AR	Transit Traffic Service	Transit Rate per Minute of Use - Zone 3		ZZUTN	3	$ 0.002137	NA	NA	per minute of use
2MR-AT	AR	Transit Traffic Service	Transit Rate per Minute of Use - Zone 2		ZZUTN	2	$ 0.002152	NA	NA	per minute of use
2MR-AT	AR	Transit Traffic Service	Transit Rate per Minute of Use - Zone 1		ZZUTN	1	$ 0.002251	NA	NA	per minute of use
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		$ 0.15	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		$ 0.65	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	$ 1,800.00	$ 1,800.00	per OCN, per switch
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call		ZZUCB		$ 0.030	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	$ 5,000.00	NA	per state, per OCN
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	$ 1,500.00	NA	per state, per OCN
6	AR	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	initial listing is no charge
6	AR	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	AR	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$ 0.15	NA	NA	per completed automated call
6	AR	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		$ 0.030	NA	NA	per work second
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	$ 1,800.00	$ 1,800.00	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - per call		ZZUCB		$ 0.030	NA	NA	per call
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	$ 5,000.00	NA	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	$ 1,500.00	NA	per state per OCN
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.50%	NA	NA	Flat Rate Discount for Resale
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.50%	NA	NA	Flat Rate Discount for Resale

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)				$ 0.000700			MOU
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				$0.00			MOU
2MR-AT	CA	TRANSIT TRAFFIC SERVICE	CALL SET UP - Setup Charge Per Call	L1T++	GMC00		$0.001130			per call
2MR-AT	CA	TRANSIT TRAFFIC SERVICE	CALL DURATION - Duration Charge per MOU	L1T++	GMD00		$0.002770			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				$ 0.40			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				$ 0.15			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				$ 0.00436			Per Call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per DA Call				$ 0.03			DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS Call				$ 0.03			OS call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	per state, per OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				$ 0.03			work second
6	CA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	CA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				17.00%	N/A	N/A	Flat Rate Discount for Resale
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				17.00%	N/A	N/A	Flat Rate Discount for Resale

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective through 6/30/17)				0.0007			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000035			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0004372			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			MOU
6	FL	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	FL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	FL	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge

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
6	FL	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.83% (Res) 16.81% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.83% (Res) 16.81% (Bus)	N/A	N/A	Flat Rate Discount for Resale

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective through 6/30/17)				0.0007			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000028			MILE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			MILE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0001955			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			MOU
6	GA	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	GA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state OCN						1,500.00	per state per OCN
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	GA	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	GA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	GA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN

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
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.30% (Res) 17.30% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.30% (Res) 17.30% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	GA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective through 6/30/17)	OHU	USG15		0.0007			MOU
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	OHU	USG15		$0.00			MOU
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$0.40	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) / where applicable, per call	XPU	OPEN		$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$0.15	NA		per call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	$1,800.00	$1,800.00	per switch, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		$0.03	NA		per OS/DA call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial/Subsequent Load - per trunk group				NA	$800.00	$800.00	per trunk group
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	$5,000.00		per state, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA		$1,500.00	per state, per OCN
6	IL	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		$0.15	NA	NA	per call
6	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		$0.03	NA	NA	per work second
6	IL	DIRECTORY LISTING PRODUCT	DA Listing - per listing for initial load				NA	$0.04	NA	per listing
6	IL	DIRECTORY LISTING PRODUCT	DA Listing - per listing for subsequent updates				$0.06	NA	NA	per listing
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance				See IL. C.C No. 22 Tariff (Part 22)	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services				See IL. C.C No. 22 Tariff (Part 22)	NA		discount
6	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services					N/A	N/A	Flat Rate Discount for Resale
6	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service					N/A	N/A	Flat Rate Discount for Resale

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 (Effective Through 6/30/17)	OHU	USG15		0.0007			MOU
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 (Effective 7/01/17)	OHU	USG15		$0.00			MOU
2MR-AT	IN	Transit Traffic Service	Tandem Switching	OHU	USG23		$0.004388	NA	NA	per minute of use
2MR-AT	IN	Transit Traffic Service	Tandem Termination	OHU	USG20		$0.000095	NA	NA	per minute of use
2MR-AT	IN	Transit Traffic Service	Tandem Facility - per mile	OHU	USG21		$0.000056	NA	NA	per minute of use, per mile
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

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)		ZZUR2		$ 0.0007	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective 7/01/17)		ZZUR2		$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU (Effective through 6/30/2017)		ZZUR2		$0.0210000	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU (Effective 7/1/2017)		ZZUR2		$0.00	NA	NA	MOU
2MR-AT	KS	Transit Traffic Service	Transit Rate (Zone 1 - Rural)		ZZUTN	1	$0.001027	NA	NA	per minute of use
2MR-AT	KS	Transit Traffic Service	Transit Rate (Zone 2 - Suburban)		ZZUTN	2	$0.000981	NA	NA	per minute of use
2MR-AT	KS	Transit Traffic Service	Transit Rate (Zone 3 - Metro)		ZZUTN	3	$0.000953	NA	NA	per minute of use
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		$ 0.15	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)		ZZUO5		$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - Credit		ZZUO6		$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS)		ZZUOB		$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA)		ZZUO8		$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) - Credit		ZZUO9		$ 0.65	NA	NA	per call
6	KS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	KS	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		$ 0.030	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	$ 5,000.00	NA	per state, per OCN
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	$ 1,500.00	NA	per state, per OCN
6	KS	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$ 0.15	NA	NA	Per completed automated call
6	KS	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		$ 0.03	NA	NA	per work second
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		$ 0.030	NA	NA	per call
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference Initial Load per state, per OCN		NRBDL		NA	$ 5,000.00	NA	per state, per OCN
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	$ 1,500.00	NA	per state, per OCN
6	KS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	NA	NA	Flat Rate Discount for Resale
6	KS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	NA	NA	Flat Rate Discount for Resale

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)				0.0007			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.000003			MILE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			MILE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0007466			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			MOU
2MR-AT	KY	Transit Traffic Service	Local Intermediary Charge, composite, per MOU				0.002			MOU
6	KY	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	KY	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	KY	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	KY	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	KY	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04	N/A	N/A	listing
6	KY	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	KY	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	KY	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN

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
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.79% (Res) 15.54% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.79% (Res) 15.54% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	KY	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN
6	KY	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)				0.0007			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000032			MILE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			MILE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0003748			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			MOU
6	LA	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	LA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	LA	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	LA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	LA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	LA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	LA	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.72%	N/A	N/A	Flat Rate Discount for Resale

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
6	LA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)	OHU	USG14		0.0007			MOU
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	OHU	USG14		$0.00			MOU
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$ 0.15	NA		per call
6	MI	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	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per call	XPU	OPEN		$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					$800.00	$800.00	per trunk group
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN					$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					NA	$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		$ 0.03	NA	NA	per work second
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					$ 0.040	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.62%	N/A	N/A	Flat Rate Discount for Resale
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.62%	N/A	N/A	Flat Rate Discount for Resale

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		NA	NA	NA	MOU
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)		ZZUR2		$0.0007	NA	NA	MOU
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective 7/01/17)		ZZUR2		$0.00	NA	NA	MOU
2MR-AT	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone 1 (Urban, STL, KS)		ZZUTN		$0.001712	NA	NA	MOU
2MR-AT	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone 2 (Suburban)		ZZUTN		$0.001844	NA	NA	MOU
2MR-AT	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone 3 (Rural)		ZZUTN		$0.001918	NA	NA	MOU
2MR-AT	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone 4 (Urban Springfield)		ZZUTN		$0.001679	NA	NA	MOU
2MR-AT	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use - Zone Interzone		ZZUTN		$0.001863	NA	NA	MOU
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		$0.15	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call		ZZUO5		$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call - credit		ZZUO6		$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call		ZZUOB		$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call		ZZUO8		$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call - credit		ZZUO9		$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load, per state, per OCN		NRBDL		NA	$5,000.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	$1,500.00	NA	per state, per OCN
6	MO	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$0.15	NA	NA	per completed automated call
6	MO	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		$0.03	NA	NA	per work second
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	$5,000.00	NA	Per state, per OCN
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	$1,500.00	NA	Per state, per OCN
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	MO	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)				0.0007			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000026			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0004541			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			MOU
6	MS	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	MS	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	MS	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	MS	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	MS	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	MS	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				15.75%	N/A	N/A	Flat Rate Discount for Resale

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
6	MS	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)				0.0007			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/1/17)				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000023			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0001676			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			MOU
2MR-AT	NC	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				0.002			MOU
6	NC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	NC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	NC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	NC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	NC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	NC	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN

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
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN
6	NC	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131 (Effective Through 6/30/17)		GOC00		$ 0.0007			MOU
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131 (Effective 7/01/17)		GOC00		$0.00			MOU
6	NV	DIRECTORY ASSISTANCE	Directory Assistance, per call				$0.40	NA		per call
6	NV	DIRECTORY ASSISTANCE	National Directory Assistance (NDA), per call				$0.65	NA		per call
6	NV	DIRECTORY ASSISTANCE	Reverse Directory Assistance (RDA), per call				$0.65	NA		per call
6	NV	DIRECTORY ASSISTANCE	Business Category Search (BCS), per call				$0.65	NA		per call
6	NV	DIRECTORY ASSISTANCE	Express Call Completion / Directory Assistance Call Completion, per call				0.15	NA		per call
6	NV	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listing Services - Lata-Wide Call Completion - Rate per MOU for each completed ECCS call				$ 0.0120	NA		per call
6	NV	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	$ 1,800.00	$ 1,800.00	switch, per OCN
6	NV	BRANDING - DIRECTORY ASSISTANCE	Brand and Reference/Rate Look Up, per DA call				$0.03	NA		per call
6	NV	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		state, per OCN
6	NV	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA	$ 1,500.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	$ 1,800.00	$ 1,800.00	switch, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA	$ 1,500.00		state, per OCN
6	NV	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				0.15	NA		call
6	NV	OPERATOR CALL PROCESSING	Operator Assisted Call processing - All Types, per work second				$0.03	NA		work second
6	NV	BRANDING - DIRECTORY ASSISTANCE	Brand and Reference/Rate Look Up, per OA call				$0.03	NA		per call
6	NV	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	NV	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	NV	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				18.05%	N/A	N/A	Flat Rate Discount for Resale
6	NV	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				18.05%	N/A	N/A	Flat Rate Discount for Resale

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)	OHU	USG15		0.0007			MOU
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	OHU	USG15		$0.00			MOU
2MR-AT	OH	Transit Traffic Service	Tandem Switching	OHU	USG23		$0.004587	NA	NA	per minute of use
2MR-AT	OH	Transit Traffic Service	Tandem Termination	OHU	USG20		$0.000226	NA	NA	per minute of use
2MR-AT	OH	Transit Traffic Service	Tandem Facility - per mile	OHU	USG21		$0.000188	NA	NA	per minute of use, per mile
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) where applicable, per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		$ 0.03	NA		per OS/DA call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		$ 0.03	NA		per work second
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load				NA	$ 0.040		per listing
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				$ 0.060			per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					$800.00	$800.00	per trunk group
6	OH	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	OH	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.29%	N/A	N/A	Flat Rate Discount for Resale
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.29%	N/A	N/A	Flat Rate Discount for Resale

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)		ZZUR2		$0.0007	NA	NA	MOU
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective 7/01/17)		ZZUR2		$0.00	NA	NA	MOU
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU				NA	NA	NA	MOU
2MR-AT	OK	Transit Traffic Service	Transit Rate (Zone 1 - Rural)		ZZUTN	1	$0.001770	NA	NA	per minute of use
2MR-AT	OK	Transit Traffic Service	Transit Rate (Zone 2 - Suburban)		ZZUTN	2	$0.001485	NA	NA	per minute of use
2MR-AT	OK	Transit Traffic Service	Transit Rate (Zone 3 - Metro)		ZZUTN	3	$0.001356	NA	NA	per minute of use
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call		ZZUO5		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call - credit		ZZUO6		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO8		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		$0.65	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	$1,500.00	NA	per state per OCN
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$0.15	NA	NA	completed automated call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	$1,500.00	NA	per state per OCN
6	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.80%	N/A	N/A	Flat Rate Discount for Resale
6	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.80%	N/A	N/A	Flat Rate Discount for Resale

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)				0.0007			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000045			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0004095			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			MOU
6	SC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	SC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	SC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	SC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN

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
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	SC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.80%	N/A	N/A	Flat Rate Discount for Resale
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.80%	N/A	N/A	Flat Rate Discount for Resale

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)				0.0007			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000064			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0000064			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			Per Mile, Per MOU
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	**SOMAN**			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	**SOMAN**			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	**SOMAN**			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement [DISCONNECT] (USOC=CBAOS)	AMT	**SOMAN**			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	**SOMAN**			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement [DISCONNECT]	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	**SOMAN**			19.99	19.99	per state per OCN
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call

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
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	TN	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	16.00	16.00	OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	1,200.00	1,200.00	per switch per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)							OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.00%	N/A	N/A	Flat Rate Discount for Resale
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.00%	N/A	N/A	Flat Rate Discount for Resale

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2016 – 6/30/2017)		ZZUR2		$0.0007	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2017)		ZZUR2		$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)		ZZUR2		$0.000700	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU1 (Effective 7/01/17)		ZZUR2		$0.000000	NA	NA	MOU
2MR-AT	TX	Transit Traffic Service	Local Transiting		ZZUTN		$0.000960	NA	NA	per minute of use
2MR-AT	TX	Transit Traffic Service	Optional EAS Transit				$0.001030	NA	NA	per minute of use
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per cal		ZZUO7		$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per cal		ZZUO5		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	$1,500.00	NA	per state, per OCN
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	$1,500.00	NA	per state, per OCN
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	N/A	N/A	Flat Rate Discount for Resale
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	N/A	N/A	Flat Rate Discount for Resale

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	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)	OHU	USG15		0.0007			MOU
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	OHU	USG15		$0.00			MOU
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)	XPU	OPEN		$ 0.15	NA	NA	per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN				N/A	$1,800.00	$1,800.00	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Rate/Reference Look Up, per OS/DA call	XPU	OPEN		$ 0.03			per OS/DA call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	$ 800.00	NA	per trunk group
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00	NA	per state, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	$ 1,500.00	$ 1,500.00	per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load, per switch, per OCN					$ 1,800.00	$ 1,800.00	per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	per call	XPU	OPEN		$ 0.03			per OS/DA call
6	WI	OPERATOR CALL PROCESSING	Branding - Initial/Subsequent Load - per trunk group					$ 800.00		per trunk group
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					$ 5,000.00		per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load				NA	$ 1,500.00	$ 1,500.00	per state, per OCN
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					$ 0.040	NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				$ 0.060		NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	WI	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	WI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				25.00%	N/A	N/A	Flat Rate Discount for Resale
6	WI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				25.00%	N/A	N/A	Flat Rate Discount for Resale

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA AND AT&T SOUTH CAROLINA, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

ONVOY, LLC

Signature: eSigned - Kyle V. Bertrand

Name: eSigned - Kyle V. Bertrand
(Print or Type)

Title: Vice President, Network Optimization & Procurement
(Print or Type)

Date: 08 Oct 2018

Onvoy, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 15 Oct 2018

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, and AT&T SOUTH CAROLINA, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	- - -	604E
ARKANSAS	- - -	348F
CALIFORNIA	- - -	668G,649C
FLORIDA	- - -	301H,937C
GEORGIA	- - -	302H,067D
ILLINOIS	- - -	304H,505B
INDIANA	363F	097D,213F
KANSAS	- - -	205F
KENTUCKY	- - -	896E
LOUISIANA	- - -	749E
MICHIGAN	363F	214F,543C
MISSOURI	- - -	389H,093F
NEVADA	- - -	029F
NORTH CAROLINA	- - -	267H,638E
OKLAHOMA	- - -	390H,409F
SOUTH CAROLINA	- - -	548E

TEXAS	- - -	914G,903C
WISCONSIN	- - -	940E,225C

Description	ACNA Code(s)
ACNA(s)	MSK,OWS

Signature: eSigned - John Bullock

Name: eSigned - John Bullock
(Print or Type)

Title: Chief Operating Officer
(Print or Type)

Date: 08 Oct 2018

Neutral Tandem-Alabama, LLC, Neutral Tandem-Arkansas, LLC, Neutral Tandem-California, LLC, Neutral Tandem-Florida, LLC, Neutral Tandem-Georgia, LLC, Neutral Tandem-Illinois, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Kansas, LLC, Neutral Tandem-Kentucky, LLC, Neutral Tandem-Louisiana, LLC, Neutral Tandem-Michigan, LLC, Neutral Tandem-Missouri, LLC, Neutral Tandem-Nevada, LLC, Neutral Tandem-North Carolina, LLC, Neutral Tandem-Oklahoma, LLC, Neutral Tandem-South Carolina, LLC, Neutral Tandem-Texas, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 15 Oct 2018

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, and AT&T SOUTH CAROLINA, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	- - -	604E
ARKANSAS	- - -	348F
CALIFORNIA	- - -	668G,649C
FLORIDA	- - -	301H,937C
GEORGIA	- - -	302H,067D
ILLINOIS	- - -	304H,505B
INDIANA	363F	097D,213F
KANSAS	- - -	205F
KENTUCKY	- - -	896E
LOUISIANA	- - -	749E
MICHIGAN	363F	214F,543C
MISSOURI	- - -	389H,093F
NEVADA	- - -	029F
NORTH CAROLINA	- - -	267H,638E
OKLAHOMA	- - -	390H,409F
SOUTH CAROLINA	- - -	548E

TEXAS	- - -	914G,903C
WISCONSIN	- - -	940E,225C

Description	ACNA Code(s)
ACNA(s)	MSK,OWS

AMENDMENT TO THE AGREEMENTS BETWEEN NEUTRAL TANDEM-ALABAMA, LLC, NEUTRAL TANDEM-ARKANSAS, LLC, NEUTRAL TANDEM-CALIFORNIA, LLC, NEUTRAL TANDEM-FLORIDA, LLC, NEUTRAL TANDEM-GEORGIA, LLC, NEUTRAL TANDEM-ILLINOIS, LLC, NEUTRAL TANDEM-INDIANA, LLC, NEUTRAL TANDEM-KANSAS, LLC, NEUTRAL TANDEM-KENTUCKY, LLC, NEUTRAL TANDEM-LOUISIANA, LLC, NEUTRAL TANDEM-MICHIGAN, LLC, NEUTRAL TANDEM-MISSOURI, LLC, NEUTRAL TANDEM-NEVADA, LLC, NEUTRAL TANDEM-NORTH CAROLINA, LLC, NEUTRAL TANDEM-OKLAHOMA, LLC, NEUTRAL TANDEM-SOUTH CAROLINA, LLC, NEUTRAL TANDEM-TEXAS, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, NORTH CAROLINA AND AT&T SOUTH CAROLINA, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and Neutral Tandem-Alabama, LLC, Neutral Tandem-Arkansas, LLC, Neutral Tandem-California, LLC, Neutral Tandem-Florida, LLC, Neutral Tandem-Georgia, LLC, Neutral Tandem-Illinois, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Kansas, LLC, Neutral Tandem-Kentucky, LLC, Neutral Tandem-Louisiana, LLC, Neutral Tandem-Michigan, LLC, Neutral Tandem-Missouri, LLC, Neutral Tandem-Nevada, LLC, Neutral Tandem-North Carolina, LLC, Neutral Tandem-Oklahoma, LLC, Neutral Tandem-South Carolina, LLC, Neutral Tandem-Texas, LLC ("Neutral Tandem") as shown in the attached Exhibit A.

WHEREAS, AT&T and Neutral Tandem are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, AT&T and Onvoy, LLC ("Onvoy") are Parties to the Agreements as shown in the attached Exhibit B.

WHEREAS, Neutral Tandem desires to assign its Agreements to Onvoy, LLC ("Onvoy");

WHEREAS, Onvoy represents that it has registered this merger transaction and name with each Secretary of State impacted by the assignment to the extent required under applicable law or regulation;

WHEREAS, Onvoy represents that it has filed for a change in its certification with each Public Utilities Commission to the extent required under applicable law or regulation or by the assignment;

WHEREAS, Onvoy represents that it will continue to use its SPIDs registered with NPAC, ACNA registered with iconectiv and OCNs with NECA;

WHEREAS, Onvoy seeks to assume the SPIDs, ACNA and OCNs to the Neutral Tandem Agreements;

WHEREAS, Onvoy represents that it has registered these SPIDs with NPAC, ACNAs with iconectiv and OCNs with NECA;

WHEREAS, Onvoy desires to terminate its Agreements with AT&T, as contained in Exhibit B;

WHEREAS, Onvoy represents that it has authority to amend the Neutral Tandem Agreements;

WHEREAS, Onvoy desires to continue to purchase services from AT&T under the Neutral Tandem Agreements;

WHEREAS, AT&T and Onvoy agree to amend the Neutral Tandem Agreements to reflect the name change to Onvoy, LLC and assume the Neutral Tandem SPIDs, ACNAs and OCNs listed in this Amendment; and

WHEREAS, concurrent with the execution of this Amendment, certain services being provided today by AT&T to Onvoy will subsequently be provided by AT&T to Onvoy under the Neutral Tandem Agreements, as amended, including by way of name change from Neutral Tandem to Onvoy.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, AT&T and Onvoy agree to amend the Neutral Tandem Agreements as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Listing of Neutral Tandem's Agreements and Exhibit B – Listing of Onvoy, LLC's Agreements immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.

2. Upon the Effective date of this amendment for each state, Onvoy's Agreement for the respective state, as listed in Exhibit B, is hereby superseded.

3. The Neutral Tandem Agreements are hereby amended to reflect the assignment from "Neutral Tandem" to "Onvoy, LLC"

   3.1 AT&T shall reflect the assignment from "Neutral Tandem" to "Onvoy, LLC" only for the main billing account (header card) for each of the CLEC accounts previously billed to Neutral Tandem. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T records with respect to those accounts previously billed to Neutral Tandem, including to the services and items provided and/or billed thereunder or under the Neutral Tandem Agreements. Without limiting the foregoing, Onvoy affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Neutral Tandem with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Neutral Tandem Agreements.

   3.2 Once this Amendment is effective, Onvoy shall operate with AT&T under the "Onvoy, LLC" name for those CLEC accounts previously billed Neutral Tandem. Such operation shall include, by way of example only, submitting orders under Onvoy, LLC and labeling equipment and facilities installed on AT&T premises after the effective date of this amendment with "Onvoy, LLC"

4. The Parties agree to continue use of Neutral Tandem's company codes to the Neutral Tandem Agreements:

   ACNA: OWS

   OCN: 604E, 348F, 649C, 937C, 067D, 505B, 097D, 205F, 896E, 749E, 543C, 093F, 029F, 638E, 409F, 548E,903C, 225C

   SPID: 505B, 604E

5. The Parties agree to assign and use Onvoy's company codes to the Neutral Tandem Agreements upon the Effective Date of this Amendment.

   ACNA: MSK

   OCN: 668G, 301H, 302H, 304H 363F, 213F, 214F, 389H, 267H, 215F, 390H, 914G, 940E

   SPID: 4899, 858G

6. For the States of Alabama, Arkansas, Indiana, Kansas, Kentucky, Louisiana, Missouri, Mississippi, North Carolina, Nevada, Oklahoma, South Carolina, and Texas the Parties agree to add the following provision to the Attachment or Appendix for Network Interconnection.

NI.1 CLEC is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups.

7. The Parties agree to replace Section N from the Neutral Tandem Agreements with the following language:

N Notices

N.1 Notices given by CLEC to AT&T-21STATE 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:

N.1 delivered by electronic mail (email).

N.2 delivered by facsimile.

N.2 Notices given by AT&T-21STATE 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:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt;

N.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;

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kyle V. Bertrand Vice President, Procurement Management and Network Optimization
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, OH 44114
PHONE NUMBER*	(216) 373-4636
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Kyle.Bertrand@inteliquent.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.

N.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 N. 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.

N.6 In addition, CLEC agrees that it is responsible for providing AT&T-21STATE with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T-21STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

N.7 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.

7. This Amendment shall be deemed to revise the terms and provisions of the Neutral Tandem Agreements 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 Neutral Tandem Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Neutral Tandem Agreements), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Neutral Tandem Agreements, or in the Neutral Tandem Agreements but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

8. 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 Neutral Tandem Agreements (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 Neutral Tandem Agreements or which may be the subject of further review.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING NEUTRAL TANDEM AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Neutral Tandem Agreements, but rather, shall be coterminous with such Neutral Tandem Agreements.

11. 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.

12. For all States except Arkansas, California, and Wisconsin: 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. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Connecticut: This Amendment shall become effective upon approval by the Public Utilities Regulatory Authority. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days (30) 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.

Exhibit A - Listing of Neutral Tandem's Agreements

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Neutral Tandem-Alabama, LLC	Interconnection	03/04/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Neutral Tandem-Louisiana, LLC	Interconnection	05/14/2008
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Neutral Tandem-North Carolina, LLC	Interconnection	03/27/2008
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Neutral Tandem-South Carolina, LLC	Interconnection	03/12/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Neutral Tandem-Florida, LLC	Interconnection	07/21/2009
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Neutral Tandem-Georgia, LLC	Interconnection	07/10/2009
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Neutral Tandem-Kentucky, LLC	Interconnection	05/29/2009
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS)	Neutral Tandem-Illinois, LLC	Interconnection	02/04/2004

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Neutral Tandem-Arkansas, LLC	Interconnection	07/18/2008
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Neutral Tandem-Kansas, LLC	Interconnection	09/15/2008
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Neutral Tandem-Oklahoma, LLC	Interconnection	09/12/2008
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Neutral Tandem-Indiana, LLC	Interconnection	10/27/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Neutral Tandem-Missouri, LLC	Interconnection	11/29/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Neutral Tandem-Nevada, LLC	Interconnection	09/06/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Neutral Tandem-Texas, LLC	Interconnection	10/03/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Neutral Tandem-Michigan, LLC	Interconnection	07/22/2004
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Neutral Tandem-California, LLC	Interconnection	08/06/2004

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Neutral Tandem-Illinois, LLC	Interconnection	07/26/2004

Exhibit B – Listing of Onvoy, LLC's Agreements

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Onvoy, LLC	Interconnection	04/05/2015
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Onvoy, LLC	Interconnection	05/11/2016
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Onvoy, LLC	Interconnection	05/07/2014
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Onvoy, LLC	Interconnection	12/02/2014
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Onvoy, LLC	Interconnection	11/20/2014
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS)	Onvoy, LLC	Interconnection	11/06/2014
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Onvoy, LLC	Interconnection	12/04/2008
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Onvoy, LLC	Interconnection	05/05/2016
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Onvoy, LLC	Interconnection	03/04/2016
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Onvoy, LLC	Interconnection	04/06/2016

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Onvoy, LLC	Interconnection	8/26/2008
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Onvoy, LLC	Interconnection	10/02/2014
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Onvoy, LLC	Interconnection	11/26/2014
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Onvoy, LLC	Interconnection	04/26/2016
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Onvoy, LLC	Interconnection	12/14/2014
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Onvoy, LLC	Interconnection	02/24/2016
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Onvoy, LLC	Interconnection	02/27/2014
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Onvoy, LLC	Interconnection	09/16/2014

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

ONVOY, LLC

Signature: eSigned - Kyle V. Bertrand

Name: eSigned - Kyle V. Bertrand
(Print or Type)

Title: VP Procurement Management and Network Optimization
(Print or Type)

Date: 08 Feb 2019

Onvoy, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 12 Feb 2019

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	- - -	604E
ARKANSAS		348F
CALIFORNIA	- - -	649C,668G
FLORIDA	- - -	301H,937C
GEORGIA	- - -	067D,302H
ILLINOIS		304H,505B
INDIANA	363F	213F,097D
KANSAS		205F
KENTUCKY	- - -	896E,205F
LOUISIANA		749E
MICHIGAN	363F	214F,543C
MISSISSIPPI	- - -	719E
MISSOURI	- - -	093F,389H
NEVADA		029F

NORTH CAROLINA	- - -	267H,638E
OHIO	363F	464C,215F
OKLAHOMA	- - -	390H,409F
SOUTH CAROLINA		548F
TENNESSEE	- - -	525E
TEXAS	- - -	903C,914G
WISCONSIN	- - -	225C,940E

Description	ACNA Code(s)
ACNA(s)	OWS,MSK

AMENDMENT TO THE AGREEMENT BETWEEN ONVOY, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, CLEC is providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC has been delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs pursuant to an amendment executed between the parties on October 25, 2016; and

WHEREAS, the Parties wish to amend the Agreement, pursuant to Sections 251 and 252 of the Act, to change certain provisions relating to WC Docket No. 13-97 approved by the FCC; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A immediately following, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. The Parties agree to replace the definition of Interconnected VoIP Provider with the following:

   "Interconnected VoIP Provider" or "IVP" as used in this Agreement is an entity as set forth in the Preamble that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 9.3.

3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

9. For Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Michigan, Missouri, Nevada, Oklahoma, 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.

Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Onvoy, LLC	Interconnection	03/04/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Onvoy, LLC	Interconnection	05/14/2008
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Onvoy, LLC	Interconnection	04/08/2008
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Onvoy, LLC	Interconnection	03/27/2008
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Onvoy, LLC	Interconnection	03/12/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Onvoy, LLC	Interconnection	03/24/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Onvoy, LLC	Interconnection	07/21/2009
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Onvoy, LLC	Interconnection	07/10/2009
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Onvoy, LLC	Interconnection	05/29/2009

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (f/k/a Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Onvoy, LLC	Interconnection	02/04/2004
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Onvoy, LLC	Interconnection	07/18/2008
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Onvoy, LLC	Interconnection	09/15/2008
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Onvoy, LLC	Interconnection	09/12/2008
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Onvoy, LLC	Interconnection	10/27/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Onvoy, LLC	Interconnection	11/29/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Onvoy, LLC	Interconnection	09/06/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Onvoy, LLC	Interconnection	10/03/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Onvoy, LLC	Interconnection	07/22/2004

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Onvoy, LLC	Interconnection	11/23/2004
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Onvoy, LLC	Interconnection	08/06/2004
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Onvoy, LLC	Interconnection	07/26/2004

INTERCONNECTION AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

ONVOY, LLC

Signature: eSigned - Kyle V. Bertrand

Name: eSigned - Kyle V. Bertrand
(Print or Type)

Title: VP Procurement Management and Network OptimizatioN
(Print or Type)

Date: 07 Jan 2020

Onvoy, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 10 Jan 2020

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

AMENDMENT TO THE AGREEMENT BETWEEN ONVOY, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit B.

WHEREAS, AT&T and CLEC are parties to the Interconnection Agreements as shown in the attached Exhibit B, under Sections 251 and 252 of the Communications Act of 1934 as amended (the "Act") 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
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	UEA	URESP	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	NTCVG	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
AL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation - Cross Connect		UCXC2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation - Cross Connect		UCXC4	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD4	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS1 to Collocation		UCXHX	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS3 to Collocation		UCXJX	
AR	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 1 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 2 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 3 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Statewide	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Loop - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)		3F74X	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage)	CT1++, EE7M+	1L5UB	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile)			
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage)	CT3++, EE7P+, EE7Q+	1L5UB	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile)			
CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1)	CT1++, EE7M+	MQ1UB	
CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3)	CT3++, EE7P+, EE7Q+	MQ3UB	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - MultiplexingDS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - MultiplexingDS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - MultiplexingDS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - MultiplexingDS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - MultiplexingDS3/DS1 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - MultiplexingDS3/DS1 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX88	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UC	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX88	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX88	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX88	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX98	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	SOCH3	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	SOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Mechanized)			
CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 2-Wire		ABPM2	
CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 4-Wire		ABPM4	
CA	ADDITIONAL NETWORK ELEMENTS	2-Wire Analog Bridge Plug			

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	ADDITIONAL NETWORK ELEMENTS	4-Wire Analog Bridge Plug			

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
FL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Loop Testing - Basic Additional Half Hour	UEANL	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordiantion for UVL-SL1s (per loop)	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordiantion for UVL-SL1s (per loop) [DISCONNECT]	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 1	UEQ	UEQ2X	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 2	UEQ	UEQ2X	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Basic 1st Half Hour	UEQ	URET1	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Bulk Migration, per 2 Wire Voice Loop-SL1	UEQ	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
GA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop -Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2HXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2HXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Rural(Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2WXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Suburban(Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2WXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, analog/Reverse Battery-Metro(Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2WXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2JXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2JXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2JXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Rural (Access Area C)	MUJ++, EE7KX, UOB++, UOR++	U4HXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7KX, UOB++, UOR++	U4HXB	B

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Metro Access Area A)	MUJ++, EE7KX, UOB++, UOR++	U4HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect Service Order - Initial (Connect)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect) Service Order - (Disconnect)	MUJ++, UOB++, UOR++	NKCG6	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXA	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Dedicated Transport Installation & Rearrangement Charges - DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBC4	
IL	UNBUNDLED DEDICATED TRANSPORT	Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBDT	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Connection	EE7JX	NKCAR	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Disconnection	EE7JX	NKCAS	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish	EE7JX	NKCAT	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Connection	EE7JX	NKCAU	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Disconnection	EE7JX	NKCAV	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Manual Subsequent	EE7JX	NKCAW	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7NX		
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Connection	EE7MX	NKCB4	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Disconnection	EE7MX	NKCB5	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Connection	EE7JX	NKCB8	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Disconnection	EE7JX	NKCB9	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Connection	EE7JX	NKCBA	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Disconnection	EE7JX	NKCBB	
IL	OPERATIONS SUPPORT SYSTEM	Provisioining - 4-Wire Analog Loop Connection - Initial Connection	EE7KX	NKCBC	
IL	OPERATIONS SUPPORT SYSTEM	Provisioining - 4-Wire Analog Loop Connection - Initial Disconnection	EE7KX	NKCBD	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Connection	EE7KX	NKCBE	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Disconnection	EE7KX	NKCBF	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initia Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Connection	EE7MX	NKCBT	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Disconnection	EE7MX	NKCBU	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Connection	EE7MX	NKCBV	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Disconnection	EE7MX	NKCBW	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Initial, Install	EE7MX	NKCC6	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Install	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Disconnect	EE7MX	NKCC7	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS1 , Design and Coordination Charge	EE7MX	NKCC9	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS3, Design and Coordination Charge	EE7MX	NKCCA	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX	NKCCB	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCCC	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS3, Design and Coordination charge	EE7NX	NKCCD	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS1, Design and Coordination charge	EE7MX	NKCCE	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCF	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS0, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DSO, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from OPO, DSO, Design and coordination Charge	EE7JX, EE7KX, EE7LX	NKCCG	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS1, Design and Coordination Charge	EE7MX	NKCCH	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCJ	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Private Line to UNE Conversion			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - AC2U Project Administrative Activity Per Service Circuit	EE7JX, EE7KX, EE7LX, EE7MX, EE7NX	NKCC8	
IL	UNBUNDLED DEDICATED TRANSPORT	Routine Modiifications to Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++		

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	NKCBA	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Disconnect	EE7JX	NKCBB	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Install	EE7KX	NKCBC	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Disconnect	EE7KX	NKCBD	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Install	EE7KX	NKCBE	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Disconnect	EE7KX	NKCBF	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Install	EE7LX	NKCBG	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Disconnect	EE7LX	NKCBH	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Install	EE7LX	NKCBJ	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Disconnect	EE7LX	NKCBK	

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	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, UK1++	NRBBL	
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	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Zone 3 (Urban)		U21	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation		UCXHX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
KY	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic 1st Half Hour	UEQ	URET1	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic Additional Half Hour	UEQ	URETA	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
LA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect			
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per	UB5++, EE7NX, UK3++	NRBCL	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Urban STL, KC)		U21	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Rural)		U21	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 4 (Urban Springfield)		U21	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Urban STL, KC)		U4H	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Rural)		U4H	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 4 (Urban Springfield)		U4H	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC4	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD4	
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 1		UXRB1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 2		UXRB2	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 3		UXRB3	3
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 1		UXRC1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 2		UXRC2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 3		UXRC3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 1		UXRD1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 2		UXRD2	2
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 3		UXRD3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connectto POA: DS1 - Method 1		UXRQ1	1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2		UXRQ2	2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3		UXRQ3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 1			1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 2			2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 3			3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNHS	4

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNHS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation	UBNTX	DXZTA	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation - Disconnect	UBNTX	NKCTE	
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS3 to Collocation		UCXJX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4	UEANL	UEAL2	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4 [DISCONNECT]	UEANL	UEAL2	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4	UEANL	UEASL	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4 [DISCONNECT]	UEANL	UEASL	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	UEQ	UEQ2X	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4 [DISCONNECT]	UEQ	UEQ2X	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 4	UEA	UEAL4	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 4 [DISCONNECT]	UEA	UEAL4	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4	NTCVG	UEAL2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4 [DISCONNECT]	NTCVG	UEAL2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4	NTCVG	UEAR2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4 [DISCONNECT]	NTCVG	UEAR2	4
MS	UNE LOOP COMMINGLING	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 4	NTCVG	UEAL4	4
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 4 [DISCONNECT]	NTCVG	UEAL4	4
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 4	UNCVX	UEAL4	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 4 [DISCONNECT]	UNCVX	UEAL4	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 4	UNC1X	USLXX	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 4 [DISCONNECT]	UNC1X	USLXX	4
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
MS	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
NC	ADDITIONAL NETWORK ELEMENTS	NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 1			1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 2			2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 3			3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 1	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+,	LK4WA	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 2	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+,	LK4WA	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 3	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 2-wire	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	CCDSO	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 2-wire	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AEE1S	
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 4-wire		C2CB4	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 1	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 2	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 3	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 1		UXRB1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 2		UXRB2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 3		UXRB5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 1	B1L++, R1L++, LK1, L56++, L2DC	UXRA1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 2	B1L++, R1L++, LK1, L56++, L2DC	UXRA2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 3	B1L++, R1L++, LK1, L56++, L2DC	UXRA5	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 1	BDL++	UXRB1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 2	BDL++	UXRB2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 3	BDL++	UXRB5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation			
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation			
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 / Voice Grade	CT1++, EE7M+	MQ1UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 / DS1	CT3++, EE7P+, EE7Q+	MQ3UB	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	XOX15	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	HOX15	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (Mechanized)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	MOX15	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	CDS1S	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	HOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (Mechanized)	LK4WA, BDL++	MOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	CDS3S	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	HOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (Mechanized)	ULUC+	MOX82	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	XOX18	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	HOX18	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (Mechanized)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	MOX18	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	CDS1D	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	HOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (Mechanized)	LK4WA, BDL++	MOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	CDS3D	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	HOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (Mechanized)	ULUC+	MOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 2-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 4-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - DS3 to Collocation - Initial (CESAR/LEX - Simple)			

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - DS3 to Collocation - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 2-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 4-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - DS3 to Collocation - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - D366DS3 to Collocation - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UC	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX91	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2HXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2JXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2WXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2CXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2CXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2CXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2KXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2KXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2KXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access AreaC)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7LX	U4HXD	D
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection	UB5++, EE7MX, UK1++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to Collocation		UCXHX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation		UCXJX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX	
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 1		UXRA1	1
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 2		UXRA2	2
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 3		UXRA3	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT] (USOC=UEAL2)	UEANL	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 (USOC=UEAL2)	UEANL	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT] (USOC=UEAL2)	UEANL	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 (USOC=UEAL2)	UEANL	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT] (USOC=UEAL2)	UEANL	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 (USOC=UEAL2)	UEANL	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT] (USOC=UEASL)	UEANL	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 (USOC=UEASL)	UEANL	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT] (USOC=UEASL)	UEANL	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 (USOC=UEASL)	UEANL	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT] (USOC=UEASL)	UEANL	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 (USOC=UEASL)	UEANL	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT] (USOC=UEQ2X)	UEQ	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 (USOC=UEQ2X)	UEQ	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT] (USOC=UEQ2X)	UEQ	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 (USOC=UEQ2X)	UEQ	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT] (USOC=UEQ2X)	UEQ	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 (USOC=UEQ2X)	UEQ	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URESL)	UEA	**SOMAN**	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URESL)	UEA	**SOMAN**	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT] (USOC=UEAL4)	UEA	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 (USOC=UEAL4)	UEA	**SOMAN**	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT] (USOC=UEAL4)	UEA	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 (USOC=UEAL4)	UEA	**SOMAN**	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT] (USOC=UEAL4)	UEA	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 (USOC=UEAL4)	UEA	**SOMAN**	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URESL)	UEA	**SOMAN**	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URESL)	UEA	**SOMAN**	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT] (USOC=U1TF1)	U1TD1	**SOMAN**	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (USOC=U1TF1)	U1TD1	**SOMAN**	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	U1TD3	**SOMAN**	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (USOC=U1TF3)	U1TD3	**SOMAN**	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 (USOC=UEAL4)	UNCVX	**SOMAN**	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 (USOC=UEAL4)	UNCVX	**SOMAN**	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 (USOC=UEAL4)	UNCVX	**SOMAN**	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT] (USOC=USLXX)	UNC1X	**SOMAN**	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 (USOC=USLXX)	UNC1X	**SOMAN**	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT] (USOC=USLXX)	UNC1X	**SOMAN**	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 (USOC=USLXX)	UNC1X	**SOMAN**	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT] (USOC=USLXX)	UNC1X	**SOMAN**	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 (USOC=USLXX)	UNC1X	**SOMAN**	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT] (USOC=UE3PX)	UNC3X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination (USOC=UE3PX)	UNC3X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT] (USOC=U1TF1)	UNC1X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination (USOC=U1TF1)	UNC1X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	UNC3X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination (USOC=U1TF3)	UNC3X	**SOMAN**	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
TN	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Disconnect		NKCT1	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Disconnect		NKCT8	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Disconnect		NKCT9	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX	
TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG - Disconnect		NKCTC	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2HXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2WXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2JXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7KX	U4HXA	A
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of	UB5++, EE7MX, UK1++	CZ4X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of	UB5++, EE7MX, UK1++	CZ4X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of	UB5++, EE7NX, UK3++	CZ4W1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of	UB5++, EE7NX, UK3++	CZ4W2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of	UB5++, EE7NX, UK3++	CZ4W3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect			
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administrative Charge - Per Disconnect Order	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge - Per	UB5++, EE7MX, UK1++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administrative Charge - Per Disconnect	UB5++, EE7NX, UK3++	TBD	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

Exhibit B

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Onvoy, LLC	Interconnection	3/4/2008
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Onvoy, LLC	Interconnection	7/18/2008
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Onvoy, LLC	Interconnection	8/6/2004
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Onvoy, LLC	Interconnection	7/21/2009
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Onvoy, LLC	Interconnection	7/10/2009
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	Onvoy, LLC	Interconnection	2/4/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Onvoy, LLC	Interconnection	10/27/2005
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Onvoy, LLC	Interconnection	9/15/2008
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Onvoy, LLC	Interconnection	5/29/2009
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Onvoy, LLC	Interconnection	5/14/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Onvoy, LLC	Interconnection	7/22/2004
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Onvoy, LLC	Interconnection	11/29/2005

BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Onvoy, LLC	Interconnection	4/8/2008
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Onvoy, LLC	Interconnection	9/6/2005
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Onvoy, LLC	Interconnection	3/27/2008
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Onvoy, LLC	Interconnection	11/23/2004
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Onvoy, LLC	Interconnection	12/14/2014
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Onvoy, LLC	Interconnection	3/12/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Onvoy, LLC	Interconnection	3/24/2008
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Onvoy, LLC	Interconnection	10/3/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Onvoy, LLC	Interconnection	7/26/2004