

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

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

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

between one or more of

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

and

Bitwise Communications, Inc.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), is dated as of _____, 2001 by and between one or more of the SBC Communications Inc.-owned ILEC's **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**, (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, BitWise Communications, Inc. (CLEC), (An Illinois corporation), shall apply to the state of Illinois.

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

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions,

facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

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

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

1.1 GENERAL DEFINITIONS

- 1.1.1 **“A-link”** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 1.1.2 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.3 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC’s tariffed access rates.
- 1.1.4 **“Access Service Request” (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.5 **“Account Owner”** means a telecommunications company, including **SBC-13STATE**, that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.
- 1.1.6 **“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:

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

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

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

1.1.7 **“Affiliate”** is As Defined in the Act.

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

1.1.9 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC-owned ILEC** doing business in Illinois.

1.1.10 **AM-IN** - As used herein, **AM-IN** means the applicable **SBC-owned ILEC** doing business in Indiana.

1.1.11 **AM-MI** - As used herein, **AM-MI** means the applicable **SBC-owned** doing business in Michigan.

1.1.12 **AM-OH** - As used herein, **AM-OH** means the applicable **SBC-owned ILEC** doing business in Ohio.

1.1.13 **AM-WI** - As used herein, **AM-WI** means the applicable **SBC-owned ILEC** doing business in Wisconsin.

1.1.14 **“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.

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

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

- 1.1.17 **“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.
- 1.1.18 **“Billed Number Screening” (BNS)** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.
- 1.1.19 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix UNE.
- 1.1.20 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable **SBC**-owned ILEC does not provision new retail services and products.
- 1.1.21 **“Busy Line Verification” (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.22 **“CABS”** means the Carrier Access Billing System.
- 1.1.23 **“Calling Card Service”** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.
- 1.1.24 **“Calling Name Database”** means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
- 1.1.25 **“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.
- 1.1.26 **“Calling Name Information”** means a Telecommunications Carrier’s records of its End Users names associated with one or more assigned ten-digit telephone numbers.

- 1.1.27 **“Calling Number Delivery”** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 1.1.28 **“Calling Party Number” (CPN)** means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 1.1.29 **“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.
- 1.1.30 **“Central office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.1.30.1 **“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.
- 1.1.30.2 **“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.
- 1.1.31 **“Claim”** means any pending or threatened claim, action, proceeding or suit.
- 1.1.32 **“CNAM Query”** means a Query that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers.
- 1.1.33 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.
- 1.1.34 **“Collocation”** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.
- 1.1.35 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.36 **“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:

- 1.1.36.1 **the Arkansas Public Service Commission (AR-PSC);**
- 1.1.36.2 **the Public Utilities Commission of the State of California (CA-PUC);**
- 1.1.36.3 **the Connecticut Department of Public Utility Control (DPUC);**
- 1.1.36.4 **the Illinois Commerce Commission (IL-CC);**
- 1.1.36.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
- 1.1.36.6 **the Kansas Corporation Commission (KS-CC);**
- 1.1.36.7 **the Michigan Public Service Commission (MI-PSC);**
- 1.1.36.8 **the Missouri Public Service Commission (MO-PSC);**
- 1.1.36.9 **the Public Utilities Commission of Nevada (NV-PUC);**
- 1.1.36.10 **the Public Utilities Commission of Ohio (PUC-OH);**
- 1.1.36.11 **the Oklahoma Corporation Commission (OK-CC);**
- 1.1.36.12 **the Public Utility Commission of Texas (PUC-TX); and**
- 1.1.36.13 **the Public Service Commission of Wisconsin (PSC-WI)**

1.1.37 **“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.

1.1.38 **“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.

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

1.1.40 **“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.

- 1.1.41 **“Custom Local Area Signaling Service Features” (CLASS Features)** means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.42 **“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.
- 1.1.43 **“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:
- 1.1.43.1 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;
 - 1.1.43.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.43.3 any Force Majeure Event.
- 1.1.44 **“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.
- 1.1.45 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.45.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.45.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
 - 1.1.45.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.46 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.47 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.

- 1.1.48 **“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.
- 1.1.49 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.50 **“Exchange Access”** is As Defined in the Act.
- 1.1.51 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.52 **“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.
- 1.1.53 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.
- 1.1.54 **“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.
- 1.1.55 **“Feature Group D” (FG-D)** is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.
- 1.1.56 **“FCC”** means the Federal Communications Commission.
- 1.1.57 **“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.

- 1.1.58 **"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.
- 1.1.59 **"Group Record"** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NXX-0/1XX.
- 1.1.60 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.61 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.62 **"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).
- 1.1.63 **"Interconnection"** is As Defined in the Act.
- 1.1.64 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.65 **"InterLATA"** is As Defined in the Act.
- 1.1.66 **"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.

- 1.1.67 **“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.
- 1.1.68 **“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.
- 1.1.69 **“LIDB Editor”** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 1.1.70 **“Line Information Data Base” (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.
- 1.1.71 **“LIDB Service Applications”** means the query types accepted for access to LIDB information.
- 1.1.72 **“Line Record”** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 1.1.73 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 1.1.74 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 1.1.75 **“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.
- 1.1.76 **“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.

- 1.1.77 **“Local Number Portability”** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.78 **“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.
- 1.1.79 **“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.
- 1.1.80 **“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).
- 1.1.81 **“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.
- 1.1.82 **“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.
- 1.1.83 **“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.

- 1.1.84 **“Meet-Point Trunks/Trunk Groups” (MPTGs)** are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE “GR-394” and GR-317-CORE “GR-317”. MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.
- 1.1.85 **“Multiple Bill/MultipleTariff”** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a multiple tariff (MM).
- 1.1.86 **“Mutual Compensation”** as defined in Appendix Reciprocal Compensation.
- 1.1.87 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.88 **“Network Element”** is As Defined in the Act.
- 1.1.89 **NEVADA** – As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.1.90 **“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.
- 1.1.91 **“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.

- 1.1.92 **“Number Portability”** is As Defined in the Act.
- 1.1.93 **“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.
- 1.1.94 **“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.
- 1.1.95 **“Originating Point Code” (OPC)** means a code assigned to identify CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.96 **PACIFIC** – As used here in, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.1.97 **“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.
- 1.1.98 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.
- 1.1.99 **“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.
- 1.1.100 **“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.
- 1.1.101 **“Physical Collocation”** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.
- 1.1.102 **“Rate Center Area”** means the following in each applicable area:
- 1.1.102.1 **SBC-AMERITECH**

1.1.102.1.1 “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.

1.1.102.2 **NEVADA**

1.1.102.2.1 “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.

1.1.102.3 **PACIFIC**

1.1.102.3.1 “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.

1.1.102.4 **SNET**

1.1.102.4.1 “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.

1.1.102.5 SBC-SWBT

1.1.102.5.1 “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.

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

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

1.1.105 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

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

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

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

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

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

1.1.111 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut,

Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.1.112 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.113 **“Service Control Point” (SCP)** is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.
- 1.1.114 **“Service Management System” (SMS)** means an off-line system used to access, create, modify, or update information in a Database.
- 1.1.115 **“Service Provider Number Portability” (SPNP)** is synonymous with Permanent Number Portability “PNP”.
- 1.1.116 **“Service Switching Point” (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.117 **“Signaling System 7” (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.118 **“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.
- 1.1.119 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.
- 1.1.120 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.1.121 **“Special Billing Number” SBN** means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).

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

- 1.1.122.1 “AR” means Arkansas
- 1.1.122.2 “CA” means California
- 1.1.122.3 “CT” means Connecticut
- 1.1.122.4 “IL” means Illinois
- 1.1.122.5 “IN” means Indiana
- 1.1.122.6 “KS” means Kansas
- 1.1.122.7 “MI” means Michigan
- 1.1.122.8 “MO” means Missouri
- 1.1.122.9 “NV” means Nevada
- 1.1.122.10 “OH” means Ohio
- 1.1.122.11 “OK” means Oklahoma
- 1.1.122.12 “TX” means Texas
- 1.1.122.13 “WI” means Wisconsin

1.1.123 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable SBC **owned** ILEC doing business in Arkansas.

1.1.124 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable SBC owned ILEC doing business in Kansas.

1.1.125 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable SBC owned ILEC doing business in Missouri.

1.1.126 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable SBC owned ILEC doing business in Oklahoma.

1.1.127 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.

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

1.1.129 **“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.

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

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

1.1.139 **“Translation Type”** means a code in the Signaling Connection Control Part (**SCCP**) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB Query and/or CNAM Query. All LIDB Queries and/or CNAM Queries that use the same Translation Type are routed to the same LIDB and/or CNAM Database for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

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

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

1.2 **DEFINITIONS APPLICABLE TO (SBC-12STATE) ONLY**

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

1.2.2 **“Designated Central Office Document” (Document DCO)** is a document that is referenced in **SBC-12STATE** Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the CLEC Central Offices, CLEC Routing Points, Activation Dates, the POI(s) and the applicable **SBC-12STATE** Central Offices.

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

1.3 DEFINITIONS APPLICABLE TO **SBC-8STATE** ONLY

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

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

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

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

1.5 DEFINITIONS APPLICABLE TO SNET and SBC-AMERITECH ONLY

- 1.5.1 **“Centralized AMA” (CAMA)** is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.
- 1.5.2 **“Inter-wire Center Transport”** means the transmission facilities between serving wire centers.

1.6 DEFINITIONS APPLICABLE TO SBC-AMERITECH ONLY

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

Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

1.7 DEFINITIONS APPLICABLE TO SNET ONLY

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

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

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

1.8 DEFINITIONS APPLICABLE TO **SBC-SWBT** only

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

2. **INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

2.1 Definitions

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

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

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

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to **Section 21**, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, **SBC-13STATE** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a “**Referenced Instrument**”), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

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

2.5 Tariff References

2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference

applies only to the entity within the state whose Commission ordered that tariff.

- 2.5.3 Wherever the term “customer” is used in connection with **SBC-SWBT’s** retail tariffs, the term “customer” means the ultimate “consumer” or the “end user” of any tariffed service.

2.6 Conflict in Provisions

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

2.7 Joint Work Product

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

2.8 Severability

- 2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

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

2.10 Non-Voluntary Provisions

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

jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.

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

2.11 State-Specific Rates, Terms and Conditions

- 2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("**state-specific terms**"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.
- 2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.
- 2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this

Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

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

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

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

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind **SBC-13STATE**, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between **SBC-13STATE** and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either **SBC-13STATE** or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and **SBC-13STATE** until the expiration of such other agreement.

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

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

through 51.335, as such rules may be amended from time to time (the “**Network Disclosure Rules**”).

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within _____ calendar days and to residential End Users within _____ calendar days.
- 4.2 **SBC-12STATE** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
- 4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **SBC-13STATE**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 4.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
 - 4.6.1 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **PACIFIC**'s LIDB.
 - 4.6.2 **NEVADA** does not have a line information database and/or Calling Name database. Line Information Database services can be purchased from **PACIFIC**.

- 4.7 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 4.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
 - 4.7.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
 - 4.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
 - 4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.
 - 4.7.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
 - 4.7.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
 - 4.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

- 4.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 4.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - 4.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.7.8 This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.8 Upon CLEC signature of this Agreement, CLEC shall provide **SBC-13STATE** with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.
- 4.9 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "**CLEC Change**"), CLEC shall submit written notice to **SBC-13STATE** within thirty (30) calendar days of the first action taken to implement such CLEC Change. A CLEC may make one (1) CLEC Change in any twelve (12) month period without charge by **SBC-13STATE** for updating its databases, systems, and records solely to reflect such CLEC Change. In the event of any other CLEC Change, SBC-13STATE reserves the right to seek recovery of the costs associated with updating the applicable **SBC-13STATE** databases, systems, and records to reflect the CLEC Change. Notwithstanding the above, for each CLEC Change the CLEC shall pay any applicable charges associated with recording and otherwise updating any CLEC branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to **SBC-13STATE** to make the CLEC Change.

4.10 When a End User changes its service provider from **SBC-13STATE** to CLEC or from CLEC to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement (**“Referral Announcement”**) on the original telephone number that specifies the End User’s new telephone number.

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

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

4.10.2 The following applies to **AM-IN** only:

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

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

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

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

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

such Party shall provide the same level of service to End Users of the other Party.

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

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 In SBC-13STATE, with the exception of AM-OH, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In AM-OH, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 17, 2002 (the "**Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and
- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide **SBC-13STATE** written confirmation if CLEC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retroactive true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

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

6. END USER FRAUD

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

ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

- 6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 6.4 **SBC-AMERITECH, SBC-SWBT, PACIFIC, SNET** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SBC-AMERITECH, SBC-SWBT and SNET** will provide via fax.
- 6.4.1 **SBC-SWBT (on behalf of itself and SNET) and PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria **SBC-SWBT and PACIFIC** use to monitor fraud on their respective accounts.
- 6.4.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Sleuth alert.
- 6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.
- 6.4.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.
- 6.5 In **SBC-SWBT and PACIFIC** ABS-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.
- 6.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.

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

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

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

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

7.1 The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. A CLEC furnished both Resale Services and Network Elements in one (1) state under this Agreement shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 7.2 through 7.10, inclusive.

7.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all **SBC-owned ILECs** (that is, **AMERITECH**, **NEVADA**, **PACIFIC**, **SNET** and **SWBT**) where CLEC is doing or has done business as a local service provider, CLEC shall remit an initial cash deposit to **SBC-12STATE** prior to the furnishing of Resale Services or Network Elements in each state covered by this Agreement. The deposit required by the previous sentence shall be determined as follows:

7.2.1 for **NEVADA**, **PACIFIC** or **SWBT**, if immediately prior to the Effective Date, CLEC was not operating as a Local Service Provider in a state covered by this Agreement, the initial deposit for that state shall be in the amount of \$17,000; or

7.2.2 for **NEVADA**, **PACIFIC** or **SWBT**, if immediately prior to the Effective Date, CLEC was operating as a Local Service Provider in a state covered by this Agreement, the deposit for that state shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement; or

7.2.3 for **SBC-AMERITECH**, subject to external credit check verification and/or financial statement review, **SBC-AMERITECH** may require two (2) to four (4) months of projected average monthly billings as a deposit.

7.2.4 If CLEC has established a minimum of twelve (12) consecutive months good credit history with all **SBC-owned ILEC(s)** (that is, **AMERITECH**, **NEVADA**, **PACIFIC**, **SNET** and **SWBT**) with which CLEC is doing or has done business as a Local Service Provider, **SBC-12STATE** shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.10 of this Agreement shall continue to apply in each state for the Term. In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each **SBC-owned ILEC** with which CLEC is doing or has done business, CLEC’s payment record with

each **SBC**-owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

- 7.3 Any cash deposit for one state shall be held by **SBC-12STATE** as a guarantee of payment of charges billed to CLEC, provided, however, **SBC-12STATE** may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:
- 7.3.1 when **SBC-12STATE** sends CLEC the second delinquency notification for that state during the most recent twelve (12) months; or
 - 7.3.2 when **SBC-12STATE** suspends CLEC's ability to process orders in accordance with Section 9.6.1.1; or
 - 7.3.3 when CLEC files for protection under the bankruptcy laws; or
 - 7.3.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 7.3.5 when this Agreement expires or terminates; or
 - 7.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, **SBC-12STATE** shall credit any cash deposit to CLEC's account so long as CLEC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.
 - 7.3.7 For the purposes of this Section 7.3, interest will be calculated as specified in Section 8.1 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.
- 7.4 So long as CLEC maintains timely compliance with its payment obligations, **SBC-12STATE** will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, **SBC-12STATE** reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10.
- 7.5 If during the first six (6) months of operations in a state covered by this Agreement, CLEC has been sent one delinquency notification letter by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

- 7.5.1 for **NEVADA, PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or
- 7.5.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.
- 7.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters for any one state by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:
- 7.6.1 or **NEVADA, PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or
- 7.6.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.
- 7.7 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of CLEC's CBAs/ESBAs/ASBS ("CBA" is utilized in **SWBT** only; "ESBA" is utilized in **PACIFIC** and **NEVADA** only; "ASBS" is utilized in **AMERITECH** only) and BANs for Resale Services or Network Elements, as appropriate within that state shall be used to calculate CLEC's monthly average.
- 7.7.1 In **SBC-7STATE** only, after calculating the amount equal to the average billing to CLEC for Resale Services that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of CLEC's then-existing End-Users of Resale Services to **SBC-7STATE** in the event of CLEC's disconnection for non-payment of charges. The resulting sum is the amount of the deposit for Resale Services.
- 7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, CLEC shall remit the additional deposit amount to **SBC-12STATE** within thirty (30) calendar days of receipt of written notification from **SBC-12STATE** requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **SBC-12STATE** shall begin the process set forth in Section 9 of this Agreement for that state. If CLEC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then **SBC-12STATE** shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement for that state.
- 7.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to **SBC-7STATE**. No interest shall be

paid by **SBC-7STATE** for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. **SBC-7STATE** may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 7.3.1 through 7.3.4.

7.10 The fact that **SBC-12STATE** holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

7.11 For Deposit requirements for **SNET**, see the applicable **DPUC** ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

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

8.1.1 Remittance in full of all bills rendered by **SBC-AMERITECH**, **SBC-SWBT** and **PACIFIC** is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”) and shall be paid in accordance with the terms of Section 8.3 of this Agreement.

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

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

8.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”).

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

- 8.1.5.1 If any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than the **SBC-SWBT** Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear interest from the 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 in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than **SBC-SWBT**'s CRIS shall comply with the process set forth in the applicable **SBC-8STATE** intrastate access services tariff for that state.
- 8.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS is Past Due, interest shall be applied to the unpaid amounts from the day following the Bill Due Date until paid. The interest rate applied to **SBC-SWBT** CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-SWBT** intrastate retail Commission-approved tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS shall be governed by the **SBC-SWBT** intrastate retail Commission-approved tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state.
- 8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC-AMERITECH** billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the 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 shall bear interest from the day following the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-13STATE**'s intrastate access services tariff in that state and (ii) the highest rate of interest that may be

charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

- 8.3 CLEC shall make all payments to **SBC-12STATE** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC-12STATE**. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC shall use the CCD+ or the CTX transaction set. CLEC and **SBC-12STATE** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

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

- 8.4 If any portion of an amount due to a Party (the "**Billing Party**") for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "**Non-Paying Party**") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

- 8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- 8.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree that the escrow account will meet all of the following criteria:
 - 8.4.4.1 The escrow account must be an interest bearing account;
 - 8.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 8.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;
 - 8.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
 - 8.4.4.5 Disbursements from the escrow account shall be limited to those:
 - 8.4.4.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
 - 8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or
 - 8.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.
- 8.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.

- 8.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.
- 8.7 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:
- 8.7.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;
 - 8.7.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;
 - 8.7.3 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and
 - 8.7.4 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Section 8.1.
- 8.8 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.6 shall be grounds for termination of this Agreement.
- 8.9 If either Party request one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 8.9.1 Each additional copy of any bill provided for billing from **SBC-SWBT's** CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.

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

8.10 Exchange of Billing Message Information

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

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

8.10.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users lines provided by **SBC-AMERITECH**, **SBC-SWBT** and **SNET** through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF. Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to CLEC End User lines provided by **PACIFIC** or **NEVADA** through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF.

8.10.4 **SBC-SWBT** shall bill CLEC for Usage Extract furnished by **SBC-SWBT** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."

8.10.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned to

the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.

8.10.6 **SBC-AMERITECH**, **NEVADA** and **PACIFIC** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.

8.10.7 CLEC shall be responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

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

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

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

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

- 9.2.2 **AM-IN** shall also provide any such written notification to the Indiana Utility Regulatory Commission as required by its rule 170 IAC 7-6.
- 9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take all of the following actions not later than fourteen (14) calendar days following receipt of the Billing Party's notice of Unpaid Charges:
- 9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed (**"Disputed Amounts"**) and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and
- 9.3.2 immediately pay to the Billing Party all undisputed Unpaid Charges; and
- 9.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements into an interest bearing escrow account that complies with the requirements set forth in Section 8.4.
- 9.3.4 With respect to Resale Services and Network Elements, evidence that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account must be furnished to the Billing Party before the Unpaid Charges will be deemed to be "disputed" under Section 10 of this Agreement.
- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.
- 9.5 **SBC-AMERITECH only**
- 9.5.1 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill for Resale Services or Network Elements into an interest-bearing escrow account with a Third Party escrow agent, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:
- 9.5.1.1 assess a late payment charge and where appropriate, a dishonored check charge;

9.5.1.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

9.5.1.3 refuse to accept new, or complete pending, orders; and/or

9.5.1.4 discontinue service.

9.5.1.4.1 Notwithstanding any inconsistent provisions in the Agreement, discontinuing service by **AM-IN** shall be done as required by Indiana Utility Regulatory Commission rule 170 IAC 7-6.

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:

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

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

9.5.3 Once disconnection has occurred, additional charges may apply.

9.6 **SBC-7STATE only**

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

9.6.1.1 On the same day that it sends the letter required by Section 9.6.1, **SBC-7STATE** will suspend acceptance of any new order and completion of any pending order (other than a disconnect order)

from CLEC for any Resale Service or Network Element that could be furnished under this Agreement.

- 9.6.1.2 Section 9.6.1.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.
- 9.6.2 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of the Unpaid Charges, CLEC shall, at its sole expense, notify its End Users and the Commission that the End Users' service may be disconnected due to CLEC's failure to pay Unpaid Charges, and that its End Users must affirmatively select a new Local Service Provider within five (5) calendar days. This notice shall also advise CLEC's End Users provisioned through Resale Services that **SBC-7STATE** will transfer provisioning of the End User's account to **SBC-7STATE** at the end of the five (5) calendar day period should the Resale End User fail to select a new Local Service Provider in the interim.
- 9.6.3 If any Unpaid Charges for Resale Services or Network Elements furnished to CLEC under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall disconnect such Resale Services and/or Network Elements.
- 9.6.3.1 On the same date that these Resale Services are disconnected, **SBC-7STATE** shall cause such End Users provisioned through Resale Services to be transferred directly to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service shall receive the same services provided through CLEC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.
- 9.6.3.2 Applicable conversion charges and service establishment charges for transferring End Users from CLEC to **SBC-7STATE** as specified in this Section 9.6 shall be billed to CLEC.
- 9.6.3.3 **SBC-7STATE** shall inform the Commission of the names of all Resale End Users transferred through this process.
- 9.6.4 Within five (5) calendar days of the transfer, **SBC-7STATE** shall notify all transferred Resale End Users that because of CLEC's failure to pay **SBC-7STATE**, their local service is now being provided by **SBC-7STATE**. **SBC-7STATE** shall also notify each transferred Resale End User that the End User has thirty (30) calendar days to select a new Local Service Provider.

- 9.6.5 Within twenty (20) calendar days of transfer, **SWBT-KS** shall again notify all transferred Resale End Users who have not exercised their option to select a new Local Service Provider that because of CLEC's failure to pay **SWBT-KS**, their local service is now being provided by **SWBT-KS**. **SWBT-KS** shall also notify the End Users that they have fifteen (15) calendar days remaining to select a local service provider.
- 9.6.6 If any End User transferred to **SBC-7STATE**'s local service pursuant to Section 9.6.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to **SBC-7STATE**'s local service, **SBC-7STATE** shall terminate the transferred End User's service.
- 9.6.6.1 The transferred End User shall be responsible for any and all charges incurred during the selection period.
- 9.6.6.2 **SBC-7STATE** shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 9.6.6.
- 9.6.7 **SBC-7STATE** may discontinue service to CLEC as provided in Section 9.6.3 and shall have no liability to CLEC or CLEC's End Users in the event of such disconnection or any transfer of Resale End Users to **SBC-7STATE** service in connection with such disconnection.
- 9.6.8 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide service to any transferred End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred End Users under Applicable Law; provided, however,
- 9.6.8.1 in **PACIFIC** only, following expiration of the selection period and disconnection of such transferred End Users, where facilities permit, **PACIFIC** will furnish transferred and subsequently disconnected residential End Users with "quick dial tone."
- 9.6.9 Once the letter required by Section 9.6.1 has been sent to CLEC, **SBC-7STATE** shall not accept any order (other than a disconnect order) relating to Resale Services or Network Elements from CLEC until

9.6.9.1 All Unpaid Charges are paid, and

9.6.9.2 CLEC has furnished **SBC-7STATE** a cash deposit calculated pursuant to the terms and conditions of Section 7.

9.7 **SNET** only

9.7.1 For nonpayment and procedures for disconnection for **SNET**, see the applicable **DPUC** ordered tariff.

10. DISPUTE RESOLUTION

10.1 **Finality of Disputes**

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

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

10.2 **Alternative to Litigation**

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

10.3 **Commencing Dispute Resolution**

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

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

10.3.1.2 Informal Dispute Resolution; and

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

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

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [**SBC-AMERITECH** Service Center; **SBC-7STATE** Local Service Center (**LSC**); **SNET** Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish **SBC-13STATE** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a “dispute” under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC’s irrevocable and full waiver of its right to dispute the subject charges.

10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on **SBC-13STATE**’s current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 10.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, **SBC-13STATE** will notify CLEC of the status of the dispute and the expected resolution date.

10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 10.4.1), **SBC-13STATE** will notify CLEC of the status of the dispute and the expected resolution date.

10.4.4 Any notice of Disputed Amounts given by **SBC-13STATE** to CLEC pursuant to Section 10.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **SBC-13STATE** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **SBC-13STATE**, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify **SBC-13STATE** of the status of the dispute and the expected resolution date.

10.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 10.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.

10.5 Informal Resolution of Disputes

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

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 10.6. Unless agreed among all Parties, formal Dispute Resolution procedures,

including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3.

10.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 10.7 below:

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

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

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

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the

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

11. AUDITS – Applicable in SBC-12STATE only

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

least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

- 11.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.
- 11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.
- 11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.
- 11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such

undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the **SBC**-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

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

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

11.2 Audits - **SNET** only

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

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

11.2.3 **SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SNET** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SNET** will not be entitled to recover

interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from **SNET**, however, **SNET** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SNET**.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

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

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

- 13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.
- 13.4 Neither CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("**Indemnifying Party**") hereby releases and holds harmless the other Party ("**Indemnitee**") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 13.5 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.

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

14. INDEMNITY

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

within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the **"Indemnifying Party"**) shall defend and indemnify the other Party (the **"Indemnified Party"**) against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

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

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

14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

- 14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; provided under this Agreement; and
 - 14.4.1.2.2 no infringement would have occurred without such modification.
 - 14.4.2 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.
- 14.5 CLEC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.
 - 14.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI *for* Declaratory *Ruling*. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.
 - 14.5.1.1 **SBC-13STATE** agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as **SBC-13STATE**.
 - 14.5.1.2 **SBC-13STATE** shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by **SBC-13STATE**.
 - 14.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual

Property licenses, **SBC-13STATE** shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to **SBC-13STATE** under the vendor contract and the terms of the contract (excluding cost terms). **SBC-13STATE** shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

- 14.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 14.5.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including **SBC-13STATE**.
- 14.5.2 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's Network Elements) in **SBC-13STATE**'s network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.
- 14.5.3 **SBC-13STATE** does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **SBC-13STATE**'s network and unbundling and/or combining **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SWBT agrees in Section 14.5.1.1 to use its best efforts to obtain.
- 14.6 CLEC shall reimburse **SBC-13STATE** for damages to **SBC-13STATE**'s facilities utilized to provide Interconnection or unbundled Network Elements

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

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

14.8 Indemnification Procedures

- 14.8.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 14.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 14.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such

settlement in advance and agrees to be bound by the agreement incorporating such settlement.

- 14.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 14.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 14.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 14.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 14.8.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

15. PERFORMANCE MEASURES

- 15.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of **SBC-13STATE** to pay damages or financial penalties for failure

to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

16. INTELLECTUAL PROPERTY

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

17. NOTICES

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

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

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

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	<u>SBC-13STATE</u> CONTACT
NAME/TITLE	Mike Shuler, Chief Exec. Officer	Contract Administration ATTN: Notices Manager
STREET ADDRESS	1301 Pioneer Pkwy.	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Peoria, IL 61615	Dallas, TX 75202-5398
FACSIMILE NUMBER		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-8STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 17.3 In the **SBC-8STATES**, 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 receipt.
- 17.4 In **SBC-8STATE**, CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail
- 17.5 In **SBC-8STATE**, CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available under the appropriate state heading under the CLEC Handbook portion of CLEC Online) to the individual specified on that form to designate in writing each individual’s e-mail address to whom CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters. Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by **SBC-8STATE**.

17.6 SBC-SWBT only:

17.6.1 **SBC-SWBT** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Network Elements under this Agreement; CLEC shall provide **SBC-SWBT** with a toll free facsimile number for notices from **SBC-SWBT** relating to requests for Resale Services and Network Elements under this Agreement.

17.7 SBC-AMERITECH only:

17.7.1 **SBC-AMERITECH** communicates official information to CLECs via its CLEC Online notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

19. NO LICENSE

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

20. CONFIDENTIALITY

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

20.1.1 Furnished or made available or otherwise disclosed by one Party (the **"Disclosing Party"**) or its agent, employee, representative or Affiliate to the other Party (the **"Receiving Party"**) or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon;

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

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

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

20.2 Proprietary Information Shall be Held in Confidence

20.2.1 Each Receiving Party agrees that:

- (a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its

agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

- (b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;
- (c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

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

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

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

20.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

- 20.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.
- 20.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5)

calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.4 with respect to all or part of such requirement.

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

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

20.6 Return of Proprietary Information

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

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

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

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

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

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

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

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

21. INTERVENING LAW

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

action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order.") By executing this Agreement and carrying out the inter-carrier compensation rates, terms and conditions herein, **SBC-13STATE** does not waive any of its rights, and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by **SBC-13STATE** the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal

review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

22. GOVERNING LAW

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

23. REGULATORY APPROVAL

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

23.2 Unless otherwise agreed, if the designated Party fails to file this agreement with the appropriate State commission within sixty (60) days of both Parties signatures, then this signed agreement is null and no longer valid. In such event, the designated Party may not file this signed agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as a successor agreement is reached. In any event, upon approval of the successor agreement by the appropriate State commission, the rates, terms and conditions of such successor agreement shall retroactively apply back to the expiration and/or effective termination date of the last State commission approved agreement between the Parties or the effective date of any interim agreement entered into between the Parties, whichever is earlier.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to SBC-12STATE only

- 24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. . Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.
- 24.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.
- 24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), **SBC-12STATE** is free to reclaim the unbundled Network Element facilities for use by another End User and is free to issue service orders required to reclaim such facilities.
- 24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

24.2 Applies to **SNET** only

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

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

25. COMPLIANCE AND CERTIFICATION

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

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

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

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

26. LAW ENFORCEMENT

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

26.1.1 Intercept Devices:

26.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that

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

26.1.2. Subpoenas:

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

26.1.3 Emergencies:

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

26.2 SNET and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

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

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

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

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

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

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. ASSIGNMENT

- 29.1 CLEC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of **SBC-13STATE**; provided that CLEC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to **SBC-13STATE** of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

- 29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by **SBC-13STATE** pursuant to this Section 29, CLEC agrees that any change, modification or other activity required for **SBC-13STATE** to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 4.9.
- 29.3 If during the Term, **SBC-13STATE** sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, **SBC-13STATE** shall provide CLEC not less than ninety (90) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC acknowledges that **SBC-13STATE** shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30. DELEGATION TO AFFILIATE

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

31. SUBCONTRACTING

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

provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

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

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

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

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

32.1.2 listed by any governmental agency as a hazardous substance.

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

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

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

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

32.3.1 any Environmental Hazard that CLEC, its contractors or agents introduce to the work locations, or

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

33. FORCE MAJEURE

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

34. TAXES

34.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter **“Tax”**) imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party’s corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

- 34.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 34.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 34.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 34.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the

providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

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

35. NON-WAIVER

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

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

36. NETWORK MAINTENANCE AND MANAGEMENT

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

36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of **SBC-13STATE**, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality 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.

37. SIGNALING

37.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between CLEC and **SBC-13STATE**, the rates, terms, and conditions of Appendix SS7 will apply.

37.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

38.1 CLEC will not send to **SBC-13STATE** local traffic that is destined for the network of a Third Party unless CLEC has the authority to exchange traffic with that Third Party.

39. CUSTOMER INQUIRIES

39.1 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.

39.2 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:

39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and

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

39.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.

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

40. EXPENSES

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

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

41. CONFLICT OF INTEREST

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

42. SURVIVAL

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

19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

43. SCOPE OF AGREEMENT

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

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

44. AMENDMENTS AND MODIFICATIONS

44.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions.

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

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

45.1 Subject to the conditions and limitations specified in Paragraph 43 of the SBC/Ameritech Merger Conditions¹, **SBC-13STATE** shall make available to any requesting telecommunication carrier in the SBC/Ameritech Area within any SBC/Ameritech State any interconnection arrangement or UNE in the SBC/Ameritech Service Area within any other SBC/Ameritech state that (1) was

¹ See the FCC's Memorandum Opinion and Order approving the SBC/Ameritech Merger Conditions, *In re Applications of Ameritech Corp., Transferor and SBC Communications, Inc., Transferee, For Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission's Rules*, CC Docket 98-141, issued on October 8, 1999 ("FCC 99-279).

negotiated with a telecommunications carrier, pursuant to 47 U.S.C. ? 252(a)(1), by **SBC-13STATE** (that at all times during the interconnection agreement negotiations was AN **SBC**-owned ILEC) and (2) has been made available under an agreement to which **SBC-13STATE** is a party.

45.2 The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one **SBC**-owned ILEC state to another **SBC**-owned ILEC state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when a CLEC exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar days of state commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.

45.3 Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 45 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

46. APPENDICES INCORPORATED BY REFERENCE

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

46.1.1 **SBC-13STATE** shall provide to 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.

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

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

46.3 DATABASE ACCESS

46.3.1 **SBC13STATE** shall provide to CLEC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which **is/are** attached hereto and incorporated herein by reference.

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

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

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

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

46.5.1 **SBC-13STATE** shall provide to 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.

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

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

46.7 OTHER SERVICES

46.7.1 911 and E911 Services

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

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

46.7.1.2.1 Having represented and warranted to **SBC-13STATE** that it will only offer data services, CLEC agrees that it will not provide voice service to its end users over the network elements furnished by **SBC-13STATE**; and

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

46.7.1.2.3 CLEC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of voice service to meet its 911 requirements. CLEC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) CLEC plans to serve, submission of the appropriate form(s) to **SBC-13STATE**, and, following **SBC-13STATE**'s processing of such form(s), obtaining approval from the appropriate PSAP(s) for the CLEC's 911 service architecture. CLEC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). CLEC understands that, based on **SBC-13STATE**'s prior experience with CLEC implementation of 911, these steps require a minimum of sixty (60) days.

46.7.2 AIN

46.7.2.1 One or more of the ILECs making up **SBC-13STATE** have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by CLEC, and where technically feasible, **SBC-13STATE** will provide CLEC with access to **SBC-13STATE**'s Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

46.7.3 Directory Assistance (DA)

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

46.7.4 Hosting

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

46.7.5 Operator Services (OS)

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

46.7.6 Signaling System 7 Interconnection

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

46.7.7 Publishing and Directory

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

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

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

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

46.7.9.1 **SBC-13STATE** shall provide to CLEC certain trunk groups (Meet **Point** Trunks) under certain parameters pursuant to the

applicable Appendix ITR, which **is/are** attached hereto and incorporated herein by reference.

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

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

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

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

47. AUTHORITY

47.1 Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for that **SBC**-owned ILEC. Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

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

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

48. COUNTERPARTS

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

49. ENTIRE AGREEMENT

49.1 SBC-12STATE

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

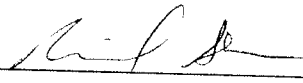
49.2 SNET

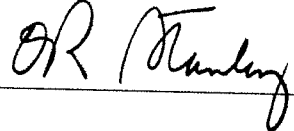
- 49.2.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect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

SBC-13STATE Agreement
Signatures

BitWise Communications, Inc.

**Illinois Bell Telephone Company, by SBC
Telecommunications, Inc., its authorized
agent**

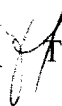
Signature: 

Signature: 

Name: Michael Shuler
(Print or Type)

Name: O. R. Stanley

Title: CEO
(Print or Type)

 Title: President - Industry Markets

Date: 8/15/01

Date: AUG 22 2001

AECN/OCN# 5800
(Facility Based – if applicable)

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APPENDIX 800

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APPENDIX 800
(Access To The Toll Free Calling Database)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. DESCRIPTION

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

2.6.3 Call Handling and Destination.

2.6.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **SBC-12STATE** will deliver the designated 10-digit number.

2.6.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:

2.6.5.1 Time of Day

2.6.5.2 Day of Week

2.6.5.3 Day of Year

2.6.5.4 Allocation of Traffic by Percentage

2.6.5.5 NPA-NXX-XXXX

2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in **SBC-2STATE**) applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. GENERAL TERMS AND CONDITIONS

3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.

3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed

to circumvent the prices, terms, conditions or billing as specified for such related elements.

- 3.3 CLEC shall address its queries to **SBC-12STATE**'s database to the alias point code of the STP pair identified by **SBC-12STATE**. CLEC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process queries to its 800 database.
- 3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
- 3.5 CLEC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network and its 800 database. CLEC further agrees that **SBC-12STATE**, at its sole discretion, may employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** shall report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network. CLEC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.6 During periods of 800 database system congestion, **SBC-12STATE** shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of **SBC-12STATE**'s 800 database. The automatic code gapping procedure used by **SBC-12STATE** shall notify the CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell **SBC-12STATE**'s 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of **SBC-**

12STATE's 800 database. **SBC-12STATE** reserves the right to manually invoke the automatic code gapping procedure to control congestion.

- 3.7 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, **SBC-12STATE**, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.
- 3.8 CLEC shall from time to time at **SBC-12STATE**'s request, provide additional forecasted information as deemed necessary by **SBC-12STATE** for network planning in connection with this offering.
- 3.9 **SBC-12STATE** shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and **SBC-AMERITECH** AM-TR-OAT-000069.
- 3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If CLEC acts on behalf of other carriers to access **SBC-12STATE**'s Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by **SBC-12STATE** after a query to **SBC-12STATE**'s Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.
- 3.11 CLEC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.
- 3.12 **SBC-12STATE** shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its

local service customers where **SBC-12STATE** is the incumbent local exchange carrier. CLEC agrees that any other use of **SBC-12STATE**'s Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of **SBC-12STATE**'s effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

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

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

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

4. **RATE REGULATIONS**

4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database in the **SBC-12STATE** region.

4.2 The prices at which **SBC-13STATE** agrees to provide CLEC with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commissioned ordered tariff where stated.

4.3 CLEC shall pay a nonrecurring charge when a CLEC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by CLECs allowing other telecommunications providers to use the CLEC's SS7 signaling network.

4.4 Rate Elements

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

4.4.1 Basic Toll Free Access Query Rate Element.

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

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

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

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

5. MONTHLY BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX 800
EXHIBIT I

1. SPECIFICATIONS AND STANDARDS

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

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

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

2. DEFINITIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 2.6 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.7 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.8 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

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

- 2.19 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6 of this Appendix.
- 2.20 **“Eligible Structure”** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.21 **“Engineering Design Charge”** is the charge assessed by **SBC-MOKA** to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.
- 2.22 **“Entrance Fiber Facility”** is an arrangement where a Collocator-provided single mode fire retardant dielectric fiber optic cable extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.
- 2.23 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.24 **“Infrastructure Systems”** include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.25 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**’s, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.
- 2.26 **“Non Standard Collocation Request (NSCR)”** in **SBC-AMERITECH**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.27 **“Other Central Office Space”** denotes the space within the central office, which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.
- 2.28 **“Physical Collocation”** is as defined in Section 4 of this Appendix.

- 2.29 **“Physical Collocation Space”** is the space provided for the Collocator’s physical collocation arrangement located within an **SBC-13STATE** Eligible Structure.
- 2.30 **“Point of Termination (POT)”** denotes the point of demarcation, within an Eligible Structure at which the **SBC-13STATE** responsibility for the provisioning of service ends.
- 2.31 **“Premises”** means **SBC-13STATE**’s Eligible Structures and all land owned, leased or otherwise controlled by **SBC-13STATE** that is adjacent to these Eligible Structures.
- 2.32 **“Project Management Fee”** reflects **SBC-13STATE**’s labor costs to manage the provisioning of the individual Collocator’s space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.
- 2.33 **“Shared Physical Collocation Cage”** is a caged Physical Collocation Space that is shared by two or more Collocators within the **SBC-13STATE**’s Eligible Structure.
- 2.34 **“Technically Feasible”** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **SBC-13STATE**’s Eligible Structures that such an arrangement is technically feasible.
- 2.35 **“Unbundled Network Element (UNE)”** is As Defined in the Act.
- 2.36 **“Unused Space”** denotes any space in an Eligible Structure which is not occupied by **SBC-13STATE** personnel and/or occupied by or reserved for **SBC-13STATE** network equipment including affiliates and third parties. Denotes space that is vacant and does not contain **SBC-13STATE** equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space. May also be used to denote space within a specific Collocator’s area that is not occupied by or reserved for Collocator’s equipment. (See also sections 4.1.2.1, 4.1.3.1 and 5.12).

3. PURPOSE AND SCOPE OF APPENDIX

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

3.2 Preparation Prior to Regulatory Approval

- 3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.
- 3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:
- 3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.
- 3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.
- 3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.
- 3.2.2.4 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true

up if interim rates are pending State or Federal Commission approval.

4. GENERAL OFFERINGS

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

4.1.1 Caged Physical Collocation

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

4.1.1.2 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.

4.1.2 Shared Caged Collocation

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

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

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

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

- 4.1.2.1.3 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another Collocator to

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

- 4.1.2.1.4 The Primary Collocator represents and warrants to **SBC-13STATE** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 6.1 of this Appendix and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s Unbundled Network Elements. **SBC-13STATE** shall provide Collocator access to **SBC-13STATE**'s Unbundled Network Elements and permit Collocator to interconnect its network with **SBC-13STATE** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **SBC-13STATE** shall have no obligation to provide Collocator's Resident Collocators access to **SBC-13STATE**'s Unbundled Network Elements or **SBC-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252

agreement or tariff, as applicable) with **SBC-13STATE**.

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

4.1.3 Cageless Physical Collocation

- 4.1.3.1 Subject to technical feasibility and security requirements, **SBC-13STATE** will allow Collocator to collocate in any Unused Space in **SBC-13STATE's** Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to Collocator's Physical Collocation Space. **SBC-13STATE** will designate the space to be used for cageless collocation. **SBC-13STATE** may require Collocator to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's use, and once inside the building, **SBC-13STATE** must permit Collocator to have direct access to their equipment.
- 4.1.3.2 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

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

4.1.4 Adjacent Structure Collocation

- 4.1.4.1 When space is legitimately exhausted inside an **SBC-13STATE** Eligible Structure, **SBC-13STATE** will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) located at **SBC-13STATE**'s Premises to the extent technically feasible. **SBC-13STATE** will permit Collocator or a third party to construct or otherwise procure such Adjacent Structure, subject to reasonable safety and

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

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

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

4.2 All requests for “**Other Physical Collocation**” arrangements or other Collocation services not contained in this Appendix will be considered on a case-by-case basis (ICB or NSCR). Other Physical Collocation arrangements or other Collocation services requested via an ICB or NSCR shall (i) be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and develop, provision and bill such Collocation method or service, (ii) be excluded from any provisioning intervals or performance measures

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

- 4.3 The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.
- 4.4 **SBC-13STATE** shall permit Collocator to place its own connecting transmission facilities within **SBC-13STATE**'s Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**, subject to reasonable safety limitations.
- 4.5 **SBC-13STATE** shall allow a direct cable connection between one Collocator provided facility to a separate Collocator provided facility within the same **SBC-13STATE** wire center provided the Collocators are interconnected with **SBC-13STATE** network. Available connections include copper cable, coaxial cable, and fiber optic cable.
 - 4.5.1 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such facilities. **SBC-13STATE** shall permit Collocator's **SBC-13STATE** Approved Vendor to install such facilities using copper, coax or optical fiber facilities subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY

- 5.1 At the request of Collocator, **SBC-13STATE** will provide space for Physical Collocation as described above. **SBC-13STATE** is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, **SBC-13STATE** will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where **SBC-13STATE** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.
- 5.2 **SBC-13STATE** will provide physical collocation arrangements in Eligible Structures and on its Premises on a “first-come, first-served” basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.
- 5.2.1 When space for Physical Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for Physical Collocation in that Eligible Structure.
- 5.3 If **SBC-13STATE** contends that space for Physical Collocation is not available in an Eligible Structure, **SBC-13STATE** must allow Collocator to tour the entire central office or other Eligible Structure in question, without charge and within

ten (10) calendar from the receipt of **SBC-13STATE**'s denial of space notification or such later date as mutually agreed by the parties. Prior to taking a tour, each representative must execute and deliver to **SBC-13STATE** a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an **SBC-13STATE**'s Eligible Structure.

5.3.1 If Collocator disputes **SBC-13STATE**'s determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by **SBC-13STATE** and the Collocator. The third party engineer shall take into consideration **SBC-13STATE**'s planned use for the Eligible Structure under review and, to the extent it can review Collocator space and how it is used.

5.3.2 If **SBC-13STATE** denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, **SBC-13STATE** shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, **SBC-13STATE** or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 **SBC-13STATE** will maintain a publicly available document, posted for viewing on **SBC-13STATE**'s CLEC ONLINE Web-site, indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation Space.

5.5 Upon request, **SBC-13STATE** must submit to the Requesting Carrier a report indicating the available collocation space in a particular **SBC-13STATE** Eligible Structure. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. This report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. **SBC-13STATE** will provide a report for one (1) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should the Collocator submit more than twenty (20) requests at once for central offices where there is no current collocation or collocation forecasted, **SBC-13STATE** will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.

- 5.5.1 In **SBC-13STATE**, reports shall be ordered via the Collocation order form on **SBC-13STATE**'s CLEC ONLINE Web-site and shall specifically identify the CLLI code of each Eligible Structure for which a report is ordered.
- 5.5.2 **SBC-13STATE** shall recover costs for the implementation of these reporting measures in a reasonable manner.
- 5.6 **SBC-13STATE** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **SBC-13STATE** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **SBC-13STATE** and Collocator shall not unreasonably warehouse forecasted space.
- 5.7 To the extent possible, **SBC-13STATE** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization.
- 5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **SBC-13STATE** will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide **SBC-13STATE** with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.
- 5.9 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE**'s own specific future uses; provided, however that neither **SBC-13STATE** nor any of its affiliates may reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, **SBC-13STATE** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **SBC-13STATE** proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, **SBC-13STATE** and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.

- 5.10 At the request of the Commission or Collocator, **SBC-13STATE** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. **SBC-13STATE** shall be permitted to recover the cost of removal and/or relocation of such equipment if **SBC-13STATE** incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).
- 5.11 **SBC-13STATE** may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that **SBC-13STATE** shall not set a maximum space limitation on Collocator unless **SBC-13STATE** proves to the Commission that space constraints make such restrictions necessary.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets **SBC-13STATE**'s equipment safety standards, which are described in another section. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the **SBC-13STATE**'s network "for the transmission and routing of telephone exchange service or exchange access," or for access to **SBC-13STATE**'s unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.
- 6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. CLEC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **SBC-13STATE** and CLEC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.
- 6.3 **SBC-13STATE** permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced

Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, **SBC-13STATE** voluntarily allows such CLEC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. **SBC-13STATE** voluntarily allows CLEC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

- 6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. CLEC may not collocate, or place into **SBC-13STATE**'s equipment, CLEC's equipment sub-components or piece-parts.
- 6.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** voluntarily allows CLEC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by a CLEC identified and controlled (*i.e.*, CLEC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access or for access to the **SBC-13STATE**'s unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multifunctional equipment only if **SBC-13STATE** and CLEC mutually agree to such collocation.
- 6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For

purposes of this section, "stand-alone switching equipment" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

- 6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows CLECs to place in its premises certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and potential other ancillary equipment may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** and CLEC mutually agree to such placement. CLEC may not place in **SBC-13STATE**'s premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by **SBC-13STATE**, and/or that would duplicate functions performed by **SBC-13STATE**, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs), harm **SBC-13STATE**'s ability to plan for and provide service to other customers including, but not limited to, other CLECs.
- 6.8 Pending the FCC's reasonably timely completion of remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an **SBC-13STATE** premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **SBC-13STATE** or (2) were requested by CLEC and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

- 6.9 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.10 All types of equipment placed in **SBC-13STATE** Eligible Structures or on its Premises by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and also contains Level 1 safety requirements except in Texas and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.
- 6.11 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.
- 6.12 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.
- 6.13 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice

from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

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

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - Collocator shall pay **SBC-13STATE** all associated non-recurring and recurring charges per month for use of the Physical Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing. The recurring monthly charges for each Physical Collocation Space shall stay fixed for the term of this Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

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

- 7.4 Collocator shall pay its proportionate share of any reasonable security arrangements SBC-13STATE employs to protect SBC-13STATE equipment and ensure network reliability.
- 7.5 Payment of Preparation - Prior to any obligation on SBC-13STATE to start any preparation of the Physical Collocation Space, Collocator shall pay SBC-13STATE fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.
- 7.6 Occupancy Conditioned on Payment - SBC-13STATE shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator's Physical Collocation Space until SBC-13STATE is in receipt of complete payment of the Preparation Charge and any Custom Work charges.
- 7.7 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after SBC-13STATE has begun preparation of the Physical Collocation Space but before SBC-13STATE has been paid the entire amounts due under this Appendix, then in addition to any other remedies that SBC-13STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.
- 7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SBC-13STATE's intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.
- 7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.
- 7.10 The monthly recurring charge(s) shall begin to apply, no later than five (5) calendar days from the date that SBC-13STATE made the Physical Collocation Space available to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work. The fact that SBC-13STATE may

have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

- 7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in the **SBC-13STATES**.

8. USE OF PHYSICAL COLLOCATION SPACE

- 8.1 **SBC-13STATE** shall ensure that the Physical Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.
- 8.2 Restroom access and parking will be provided on a reasonable basis in the **SBC-13STATES**.
- 8.3 A list of all Collocator equipment that will be placed within the Physical Collocation Space shall be set forth on the Collocator's Physical Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Physical Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Physical Collocation Space without the express written consent of **SBC-13STATE**.
- 8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Physical Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Physical Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

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

9. COLLOCATOR RESPONSIBILITIES

- 9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.
- 9.2 Collocator represents and warrants that each item of Collocator's Equipment meets **SBC-13STATE** minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **SBC-13STATE** IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

- 9.3 Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or interconnection points by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5.3 of this Appendix.
- 9.4 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.
- 9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.
- 9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **SBC-13STATES**:
- 9.6.1 Its fiber optic cable(s);
- 9.6.2 Its Collocator Telecom Equipment;
- 9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and
- 9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.
- 9.6.5 **SBC-13STATE** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not

served from **SBC-13STATE**'s BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from **SBC-13STATE**'s BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.

- 9.7 Collocator will, whenever possible, place their telecom equipment in the Physical Collocation Space within ninety (90) calendar days of Delivery Date. Collocator must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Physical Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator Telecom Equipment is considered to be interconnected when physically connected to **SBC-13STATE**'s network or a **SBC-13STATE** unbundled network element for the purpose of Collocator providing a telecommunications service.
- 9.8 Orders for additional space will not be accepted until the existing Collocator's Physical Collocation Space in the requested Eligible Structure, is "efficiently used." Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently use."
- 9.8.1 For purposes of this Appendix, "efficiently used" space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged and/or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **SBC-13STATE**.
- 9.8.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **SBC-13STATE**.

- 9.9 Subject to the limitations and restrictions of this Appendix, Collocator may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by Collocator in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator's expense.
- 9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in **SBC-13STATES**.
- 9.10.1 **SBC-13STATE** TP76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;
- 9.10.2 **SBC-13STATE**'s most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.
- 9.10.3 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.
- 9.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation Application or that subsequently become effective and then when effective.

10. COOPERATIVE RESPONSIBILITIES

- 10.1 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure. **SBC-13STATE** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.
- 10.2 **SBC-13STATE** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (e.g., **SBC-13STATE** shall not require Collocator to use **SBC-**

13STATE's internal engineering or installation work forces for the engineering and installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with **SBC-13STATE** TP76300MP. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **SBC-13STATE**'s Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.

- 10.2.1 In **SBC-13STATE**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on **SBC-13STATE**'s CLEC ONLINE Web-Site.
- 10.3 If the Interconnector's Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:
 - 10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.
- 10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site, **SBC-13STATE** TP76300MP, and the TP76200MP in the **SBC-13STATES**.
- 10.5 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE**'s cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.
 - 10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length to fully extend the

fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under **SBC-13STATE** observation, the Collocator's **SBC-13STATE** Approved Vendor will fully extend such Collocator-provided cable per the **SBC-13STATE** TP76300MP to the Collocator's assigned Physical Collocation Space. Coordination for placement of entrance cable facilities must be scheduled with **SBC-13STATE**'s designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from **SBC-13STATE**.

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

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

10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE**'s substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE**'s is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install the power cable(s)

from the Physical Collocation Space to **SBC-13STATE**'s dedicated termination points on the Battery Distribution Fuse Bay (BDFB). When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** TP76300MP.

- 10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.
- 10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **SBC-13STATE** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.
- 10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Physical Collocation Space.
- 10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 10.13 In **SBC-13STATE**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing

an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.

- 10.14 In the event **SBC-13STATE** determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too costly in **SBC-13STATE**'s sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.
- 10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.
- 10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Physical Collocation Space, but before **SBC-13STATE** has been paid the entire amount due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Physical Collocation request.
- 10.16 Collocator may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance notice to **SBC-13STATE** by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, the Collocator shall pay to **SBC-13STATE** all costs associated with returning the Physical Collocation Space to **SBC-13STATE** in the same condition as when **SBC-13STATE** first began any construction work on such space on behalf of Collocator. Such costs include, but are not limited to, costs associated with removal by **SBC-13STATE** of facilities, cabling and cages.

- 10.17 Upon discontinuance or termination of the Physical Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment from **SBC-13STATE** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment if removed by Collocator or an **SBC-13STATE** vendor hired by Collocator. Collocator shall indemnify and hold **SBC-13STATE** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) calendar days of **SBC-13STATE** receipt of Collocator's Physical Collocation Application to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **SBC-13STATE** shall have no responsibility for damage done to such removed equipment caused by **SBC-13STATE** or its contractors during the removal process. Collocator will indemnify and hold **SBC-13STATE** harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if **SBC-13STATE** removes Collocator's equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.
- 10.18 Upon termination of the Physical Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable(s) is not scheduled and removed within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. **SBC-13STATE** and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **SBC-13STATE** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.
- 10.19 If Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any

materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

- 10.20 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. **SBC-13STATE** will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.
- 10.21 Demarcation Point – **SBC-13STATE** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and **SBC-13STATE**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.
- 10.22 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.

11. TESTING AND ACCEPTANCE

- 11.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through of the Physical Collocation Space prior to **SBC-13STATE** turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Physical Collocation request shall be at **SBC-13STATE**'s expense.
- 11.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor.

- 11.3 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or it's **SBC-13STATE** Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.
- 11.4 Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.
- 11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from **SBC-13STATE** to be connected to their equipment.

12. DELIVERY INTERVALS

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

Table (1)

Number of All Physical Collocation Applications submitted by One Collocator per state 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

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

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

If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only 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 racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

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

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

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

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

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

Table (2)

Number of All Cabling Augment Applications submitted by One Collocator per state 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	35calendar days	65 calendar days

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

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

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

- 12.7 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.
- 12.8 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Physical Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 12.9 **SBC-13STATE** and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **SBC-13STATE** employee. Escort charges will

apply. These visits will be jointly agreed upon by **SBC-13STATE** and the Collocator and will be determined on a case by case basis.

12.10 During **SBC-13STATE** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **SBC-13STATE** will notify Collocator that their vendors or contractors will be allowed to do work in parallel with **SBC-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication for installation of equipment and facilities. Security Access requirements in Section 13 of this Appendix will apply.

12.11 In responding to an application request that requires an ICB/NSCR, **SBC-13STATE** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

12.12 Adjacent Structure Collocation Delivery Intervals

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

13. SECURITY

13.1 As provided herein, **SBC-13STATE** may require reasonable security arrangements to protect its equipment and ensure network reliability. **SBC-13STATE** may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, **SBC-13STATE** may only impose security arrangements that are as stringent as the security arrangements that **SBC-13STATE** maintains at its own premises for its own employees or authorized contractors. **SBC-13STATE** must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in **SBC-13STATE** Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into **SBC-13STATE**'s Eligible Structure. Reasonable security measures that **SBC-13STATE** may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

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

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that **SBC-13STATE**'s own employees, or third

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

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

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

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

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

13.2.3 Industrial espionage.

13.2.4 Threats or violent acts against other persons on **SBC-13STATE**'s property.

13.2.5 Knowing violations of any local, state or federal law on **SBC-13STATE**'s property.

13.2.6 Permitting unauthorized persons access to **SBC-13STATE**'s or Collocator's equipment on **SBC-13STATE**'s property.

13.2.7 Carrying a weapon on **SBC-13STATE**'s property.

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

14. CASUALTY LOSS

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

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

15. REMOVAL OF EQUIPMENT

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

16. LIMITATION OF LIABILITY

- 16.1 Collocator acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator; that such space may be close to the Physical Collocation Space, possibly including space adjacent to the Physical Collocation Space and/or with access to the outside of the physical collocation space; and that if Collocator requests a cage around its equipment, the cage Physical Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other,

regardless of the degree of culpability of any such other or **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. Collocator shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

17. INDEMNIFICATION OF SBC-13STATE

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

18. OSHA STATEMENT

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

19. NOTICES

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

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

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

If to Collocator: Michael Shuler, Chief Executive Officer
1301 Pioneer Parkway
Peoria, IL 61615

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

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

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

If to Collocator: Michael Shuler, Chief Executive Officer
1301 Pioneer Parkway
Peoria, IL 61615

20. INSURANCE

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

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

- 20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to

Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

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

21. PROTECTON OF SERVICE AND PROPERTY

- 21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.
- 21.3 Except as may otherwise be provided:
- 21.3.1 **SBC-13STATE** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
- 21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
- 21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 21.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **SBC-13STATE** shall either furnish security guards at those **SBC-13STATE** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **SBC-13STATE** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **SBC-13STATE**'s Physical Collocation Space.
- 21.5 **SBC-13STATE** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on an individual Collocation Space basis for every Eligible Structure where there are **SBC-13STATE** security guards.
- 21.6 Collocator shall comply with the security and safety procedures and requirements of **SBC-13STATE**, including but not limited to sign-in, and identification.
- 21.7 **SBC-13STATE** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an

emergency, Collocator shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain Collocator equipment or equipment enclosures.

- 21.8 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.
- 21.9 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.
- 21.10 **SBC-13STATE** shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that **SBC-13STATE**'s security measures are unreasonably lax, Collocator shall notify **SBC-13STATE** and the Parties shall work together to address the problem. **SBC-13STATE** shall, at a minimum, do the following:
- 21.10.1 Where a cage is used, **SBC-13STATE** shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.
- 21.10.2 **SBC-13STATE** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **SBC-13STATE**'s employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation Space, to be in these areas. **SBC-13STATE** shall require all persons entering the collocation areas to wear identification badges.
- 21.10.3 **SBC-13STATE** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. **SBC-13STATE** shall respond immediately to reported problems with Collocator key cards.
- 21.10.4 In emergency situations, common courtesy will be extended between Collocator and **SBC-13STATE**'s employees, including the provision of first aid and first aid supplies.
- 21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

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

2. DEFINITIONS

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

- 2.8 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13STATE** location, for purposes of interconnection with **SBC-13STATE** or access to Unbundled Network Elements (UNEs).
- 2.9 **“Delivery Date”** is the date, which **SBC-13STATE** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.10 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6.0 of this Appendix.
- 2.11 **“Eligible Structure”** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.12 **“Entrance Fiber Facility”** is an arrangement where a Collocator provided single mode fire retardant dielectric fiber optic cable extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.
- 2.13 **“Fiber Distribution Frame (FDF)”** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.
- 2.14 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.15 **“Infrastructure Systems”** - include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

- 2.16 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**’s, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.
- 2.17 **“Manned Office”** A Central Office where **SBC-13STATE** has actual technicians present to perform repair, installation, and/or maintenance during the time the Collocator requests under this Agreement.
- 2.18 **“Non Standard Collocation Request (NSCR)”** in **SBC-AMERITECH**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.19 **“Project Management Fee”** reflects **SBC-13STATE** labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation Space request. This fee is applicable upon submission of an application.
- 2.20 **“Technically Feasible”** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **SBC-13STATE**'s Eligible Structures that such an arrangement is technically feasible.
- 2.21 **“Unmanned Office”** Any Central Office which does not meet the definition of Manned Office.
- 2.22 **“Virtual Collocation”** is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

- 3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Virtual Collocation to Collocator.
- 3.2 Preparation Prior to Regulatory Approval
- 3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be

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

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

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

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

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

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

4. GENERAL OFFERINGS

- 4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Virtual Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.
- 4.2 In the case of **SBC-13STATE** Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. Collocator must use an **SBC-13STATE** Approved Vendor to perform the installation of such in the **SBC-13STATE** Eligible Structure. The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. **SBC-13STATE** will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by **SBC-13STATE**.
- 4.2.1 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:
- 4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.
- 4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.
- 4.2.1.3 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated

cabling must not exceed 15" for a standard bay.

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

4.2.7 Virtual Collocation is ordered as set forth in **SBC-13STATE** Virtual Interconnector's Collocation Services Handbook or like document found on the **SBC-13STATE** CLEC ONLINE Web-Site for Virtual Collocation. **SBC-13STATE** will designate the location or locations within its Eligible Structure for the placement of all equipment and facilities associated with virtual collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of Collocators.

4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same **SBC-13STATE** wire center provided the Collocators are interconnected with **SBC-13STATE** network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.2.8.1 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such facilities. **SBC-13STATE** shall permit Collocator's **SBC-13STATE** Approved Vendor to install such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY

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

5.2 **SBC-13STATE** will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If **SBC-13STATE** determines that Collocator's Virtual Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten

(10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval.

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

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

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

6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. CLEC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **SBC-13STATE** and CLEC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.

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

for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and CLEC mutually agree to such collocation.

- 6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone switching equipment" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.
- 6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows CLECs to place in its premises certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and potential other ancillary equipment may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** and CLEC mutually agree to such placement. CLEC may not place in **SBC-13STATE**'s premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by **SBC-13STATE**, and/or that would duplicate functions performed by **SBC-13STATE**, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs), harm **SBC-13STATE**'s ability to plan for and provide service to other customers including, but not limited to, other CLECs.
- 6.8 Pending the FCC's reasonably timely completion of remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an **SBC-13STATE** premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **SBC-13STATE** or (2) were requested by CLEC and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements

pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

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

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

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

7.1.1 For each Virtual Collocation request, Collocator must submit a separate Virtual Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to virtually collocate equipment in a new Virtual Collocation Space, (ii) a request to Augment, (v) an ICB or NSCR, and (vi) specified revisions to Collocation Applications. A copy of the Virtual Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site.

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - Collocator shall pay **SBC-13STATE** all associated non-recurring and recurring charges for use of the Virtual Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing attached. The recurring monthly charges for each Virtual Collocation space shall stay fixed for the term of this Agreement unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space, Augment, or Collocation services where a state specific rate element does not exist in the attached Appendix Pricing. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the

Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) days following the job completion date.

- 7.4 Payment of Space Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Virtual Collocation space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.
- 7.5 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator's **SBC-13STATE** Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until **SBC-13STATE** is in receipt of complete payment of the non-recurring and any custom work charges.
- 7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Virtual Collocation space but before **SBC-13STATE** has been paid the entire amounts due under this Article, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.
- 7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE** General Terms and Conditions (GT&C) attached.
- 7.8 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.
- 7.9 The monthly recurring charge(s) shall begin to apply within, but no later than five (5) calendar days from the date that **SBC-13STATE** made the Virtual Collocation Space available to the Collocator. The fact that **SBC-13STATE** may have

additional work to perform after Collocator does complete its work shall not bar the start

of such charges.

- 7.10 **SBC-13STATE** shall ensure that the Virtual Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

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

equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

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

9. COLLOCATOR RESPONSIBILITIES

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

- 9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.
- 9.1.8 A storage cabinet for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by **SBC-13STATE** to maintain and repair virtually collocated equipment.
- 9.1.9 Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.
- 9.1.10 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.
- 9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. The Collocator must identify employee(s) and/or Collocator's **SBC-13STATE** Approved Vendor(s) that will attend the visit and arrange access for these visit(s) as described in Section 9.2.6 of this Appendix.
 - 9.2.1 Once when beginning the initial equipment installation.
 - 9.2.2 Once during the middle of the equipment installation.
 - 9.2.3 Once at turn-up completion of such equipment installation.
 - 9.2.4 One (1) general visit per calendar year.
 - 9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a visual inspection on the installed equipment completed by the Collocator's **SBC-13STATE** Approved Vendor prior to turn-up.)

- 9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.
- 9.3 Collocator's **SBC-13STATE** Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.
- 9.4 When Collocator requires additional capacity, a collocation Augment application is required. For Augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.
- 9.4.1 For either an initial installation or an Augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully equip the bay.
- 9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.
- 9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.
- 9.4.4 Collocator will be responsible for capacity management of the equipment placed.
- 9.5 After the initial installation, or an Augment, **SBC-13STATE** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an **SBC-13STATE** Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **SBC-13STATE** to perform the installation, routine maintenance, or to escort the **SBC-13STATE** Approved Vendor, whichever applies. If the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.
- 9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.

- 9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by **SBC-13STATE** as described in Section 14.
- 9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **SBC-13STATE** that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **SBC-13STATE** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.
- 9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on **SBC-13STATE** property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to **SBC-13STATE** to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. **SBC-13STATE** shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by **SBC-13STATE** to repair and maintain Collocator's virtually collocated equipment. **SBC-13STATE** shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, **SBC-13STATE** technician shall confirm to Collocator representative when **SBC-13STATE** has used a circuit pack/plug-in or other types of replacement parts or equipment. **SBC-13STATE** shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.
- 9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the **SBC-13STATE** central office or **SBC-13STATE** designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.

- 9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to **SBC-13STATE** for Virtual Collocation.
- 9.11 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:
- 9.12.1 Escalation documentation.
- 9.12.2 Test and acceptance package as described in the **SBC ILEC's** installation testing standards and requirements located on the **SBC-13STATE** CLEC ONLINE Web-Site.
- 9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.
- 9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g., Augments, trouble reports, emergency contact). Collocator will keep this information current.
- 9.13 To the extent known, the Collocator can provide forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.
- 9.14 **SBC-13STATE** will identify the training needs of **SBC-13STATE** personnel from the list of equipment received by the Collocator on the **SBC-13STATE** Virtual Application Form. The Collocator will be responsible for training **SBC-13STATE** personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by **SBC-13STATE** in the Eligible Structure; or (b) **SBC-13STATE** technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by **SBC-13STATE**, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. **SBC-13STATE** will contact Collocator with the required number of **SBC-13STATE** personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:
- 9.14.1 Arrange for the training supplier and pay all costs for the training sessions

including, without limitation, the cost of the trainer(s), transportation and lodging of such trainer(s), required course material.

9.14.2 Pay all costs associated with **SBC-13STATE's** employee(s) attendance at the training including, without limitation, lodging, transportation, employees labor rate for time away from job, and per diem, if applicable.

9.14.3 **SBC-13STATE** may require additional training requirements to adequately provide 7 X 24 hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. **SBC-13STATE** will notify the Collocator when applicable.

9.14.4 Training may be provided on-site when possible.

9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by **SBC-13STATE** and additional training is necessary.

9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.

9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by **SBC-13STATE**.

9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.

9.14.5.4 Training when updates of technical publications or equipment information are issued.

9.14.5.5 **SBC-13STATE** will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, **SBC-13STATE** is responsible for employee attendance.

9.15 Collocator will provide remote, real-time network technical support, guidance and direction to **SBC-13STATE** for all collocated facilities and equipment using on-line telephone support.

9.16 Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services

are installed in accordance with a service request.

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

10. COOPERATIVE RESPONSIBILITIES

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

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

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

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

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

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

blocks or panels at **SBC-13STATE**'s Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

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

payment requirements prior to the installation of the regeneration equipment.

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

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

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

11. TEST AND ACCEPTANCE

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

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

12. DELIVERY INTERVALS

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

Table (1)

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

12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional applications or fraction thereof. Any material revision to an

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

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

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

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

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

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

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

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

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

Table (2)

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

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

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

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

be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

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

13. REPAIR AND MAINTENANCE OF EQUIPMENT

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

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

situation and the Collocator must identify the employee and/or **SBC-13STATE** Approved Vendor that will assist in the restoration.

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

14. MEAN TIME RESPONSE INTERVAL (MTRI)

- 14.1 **SBC-13STATE** will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, **SBC-13STATE** agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a **SBC-13STATE** technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRI) for each priority level follows:

- 14.1.1 **Priority 1 Tickets.** The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hour minimum callout Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m.; Saturday and Sunday; and Unmanned Offices. If the callout exceeds the 4-hour minimum, additional hours will be

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

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

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

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

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

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

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

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

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

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

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

15. CASUALTY LOSS

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

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

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

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

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

16. REMOVAL OF EQUIPMENT

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

17. LIMITATION OF LIABILITY

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

18. INDEMNIFICATION OF SBC-13STATE**18.1 Indemnification of SBC-13STATE**

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

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

19. NOTICES

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

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

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

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

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

If to Collocator: Michael Shuler, Chief Executive Officer
1301 Pioneer Parkway
Peoria, IL 61615

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

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

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

If to Collocator: Michael Shuler, Chief Executive Officer
1301 Pioneer Parkway
Peoria, IL 61615

20. INSURANCE

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

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

- 20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.
- 20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.
- 20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.
- 20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.
- 20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the

General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

- 20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Virtual Collocation Space is located.
- 20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTION OF SERVICE AND PROPERTY

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

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

environmental contamination; force majeure; taxes; non-waiver; network

maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**APPENDIX DSL
(Including Line Sharing or HFPL)**

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.5 As used herein, **SBC-SWBT**, means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-AMERITECH**, means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-PACIFIC**, means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, **SBC-NEVADA**, means the applicable above listed ILEC doing business in Nevada.
- 1.9 The prices at which **SBC-12STATE** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.

- 1.10 The prices, terms, and conditions herein are not applicable in **SNET**. **SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.
- 1.11 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from **SBC-12STATE**'s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-12STATE**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-986 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.
- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog

circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-12STATE** shall only make the HFPL available to CLEC in those instances where **SBC-12STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."
- 2.9 "xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies.
- 2.10 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between **SBC-12STATE**'s Technician, its Local Operations Center ("LOC"), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 "Line Share Turn-Up Test" shall be defined as the testing for HFPL by **SBC-12STATE** as more specifically described in Section 8.
- 2.12 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to **SBC-12STATE**'s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.

- 2.13 The “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.14 Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. **GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS**

- 3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes **SBC-12STATE**’s HFPL offering unless otherwise noted.
- 3.2 **SBC-12STATE** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-12STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-12STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.
- 3.3 **SBC-12STATE** shall not deny CLEC’s request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-12STATE** has demonstrated to the state commissions in accordance with FCC orders that CLEC’s deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to **SBC-12STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-12STATE**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

- 3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 3.6 Liability
- 3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or **SBC-12STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-12STATE** facilities, the Party (“Indemnifying Party”) will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party’s (“Indemnitee”) facilities. Notwithstanding any other provision of this Appendix, each Party (“Indemnifying Party”) shall release, defend and indemnify the other Party (“Indemnitee”) and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party’s end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee’s provision of splitter functionality under this Appendix.
- 3.6.2 For any technology, CLEC’s use of any **SBC-12STATE** network element, or its own equipment or facilities in conjunction with any **SBC-12STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-12STATE**, its affiliated companies or connecting and concurring carriers involved in **SBC-12STATE** services, cause damage to **SBC-12STATE**’s plant, impair the privacy of a communications carried over **SBC-12STATE**’s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-12STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC’s use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-12STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If **SBC-12STATE** does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this

Appendix. Any claims of network harm by **SBC-12STATE** must be supported with specific and verifiable supporting information.

3.7 Indemnification

- 3.7.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party (“Indemnifying Party”) will release, indemnify, defend and hold harmless the other Party (“Indemnatee”) from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnatee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnatee for which Indemnatee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party’s provision of splitter functionality under this Appendix, or the Indemnifying Party’s (i.e., CLEC’s) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnatee (i.e., **SBC-12STATE**) and Indemnatee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.
- 3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnatee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.7.1 above and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.7.3 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party’s provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with the Indemnifying Party’s

investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnatee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnatee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnatee's liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify **SBC-12STATE** as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.

4.1.3 **SBC-SWBT** & **SBC-AMERITECH** only: IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital Loop transmission facility which

supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in Appendix Pricing shall apply to this IDSL Loop.

- 4.1.4 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.
- 4.1.5 Sub-Loop: In locations where **SBC-12STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-12STATE** will make the following options available to CLEC:
 - 4.1.5.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** to make copper facilities available (subject to Section 4.6 below).
 - 4.1.5.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE** RTs, **SBC-12STATE** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
 - 4.1.5.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its packet switching. **SBC-12STATE** is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its

DSLAM in **SBC-12STATE**'s remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix Pricing shall apply to this subloop.

- 4.1.6 When **SBC-12STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **SBC-12STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.
- 4.1.6.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.
- 4.2 When **SBC-12STATE** traditional retail POTS services are disconnected, **SBC-12STATE** will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to Appendix Pricing.. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 **SBC-12STATE** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-12STATE** is not the retail POTS provider.
- 4.5 CLEC may provide voice and data services over the same loop by engaging in "line splitting" as set forth in paragraph 323-29 of the FCC's Texas 271 Order (CC Docket 00-65 (FCC 00-238), released June 30, 2000). Consistent with that Order, **SBC-12STATE** shall not be required to provide low frequency voice service to CLEC "A" and high frequency data service to CLEC "B" on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix, or any **SBC-12STATE** splitters. CLEC shall provide any splitters used for line splitting. To implement line splitting, CLEC may order, including using supporting OSS, loops, unbundled switching,

collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in this Appendix.

- 4.6 **SBC-12STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-12STATE** shall be under no obligation to provide HFPL where **SBC-12STATE** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay **SBC-12STATE** for conditioning performed at CLEC's request pursuant to Sections 7.1 and 7.2 below.
- 4.7 For each loop (including the HFPL), CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. Likewise, **SBC-12STATE** will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. **SBC-12STATE** will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.
- 4.8 **SBC-12STATE** will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.8.1 Upon request by CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.8.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-**

12STATE will provide a loop to support the new technology for CLEC as follows:

4.8.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-12STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.8.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.8.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-12STATE** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-12STATE** or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-12STATE** or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.8.3 Each Party must abide by Commission or FCC-approved spectrum management standards. **SBC-12STATE** will not impose its own standards for provisioning xDSL services. However, **SBC-12STATE** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. **HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES**

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with **SBC-12STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-12STATE** will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein,, provided however that SWBT reserves the right to withdraw this voluntary offer upon a minimum of 6-months notification to CLEC.. SBC will determine where such SBC-owned splitters will be located in each central office. SBC owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, SBC will perform testing and repair at the SBC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SBC, CLEC shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central

office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLECs Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecasts will be non-binding on both ILECs and CLECs. As such, **SBC-12STATE** will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with **SBC-12STATE**'s Operational Support Systems ("OSS").

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

5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.5 When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

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

5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the

CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-12STATE** will install the splitter in an **SBC-12STATE** bay and **SBC-12STATE** will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

- 5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with **SBC-12STATE** Operations Support Systems (“OSS”).
- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 6.1 General: **SBC-12STATE** will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **SBC-12STATE**’s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC’s UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing any other CLEC and/or **SBC-12STATE**’s retail operations or its advanced services affiliate.
- 6.2 Loop Pre-Qualification: Subject to 6.1 above, **SBC-12STATE**’s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **SBC-12STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, **SBC-12STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well

as **SBC-12STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in **SBC-12STATE**'s electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.4.2 If a CLEC elects to have **SBC-12STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-12STATE**'s affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-12STATE** perform conditioning at charges set

forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

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

7. PROVISIONING

- 7.1 Provisioning: **SBC-12STATE** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, **SBC-12STATE** will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.
- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.3.1 The provisioning and installation interval for xDSL-capable loops, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to

provide a DSL-capable loop), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.

- 7.3.2 For CLEC orders of more than 20 xDSL-capable loops per order or per end user location where no conditioning is requested, the provisioning and installation interval will be 15 business days, or as agreed upon by the Parties.
- 7.3.3 The provisioning and installation intervals for xDSL-capable loops where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less.
- 7.3.4 Orders for more than 20 xDSL-capable loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.5 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.
- 7.3.6 The provisioning and installation interval for the HFPL UNE, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL UNE), on orders for 1-24 loops per order or per end-user location, will be 3 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.3.7 For CLEC orders of 25 to 48 HFPL per order or per end user customer location where no conditioning is requested, the provisioning and installation interval will be 6 business days or as agreed upon by the parties.
- 7.3.8 For CLEC orders of 48 up to 99 HFPL per order or per end user location where no conditioning is requested, the provisioning and installation interval will be 7 business days, or as agreed upon by the Parties.

- 7.3.9 For CLEC orders of more than 99 HFPL per order or per end user location where no conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.3.10 The provisioning and installation intervals for the HFPL UNE where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less.
- 7.3.11 For CLEC order of more than 24 HFPL per order or per end user location where conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.3.12 For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
- 7.3.13 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 7.3.14 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. TESTING

- 8.1 **SBC-12STATE** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-12STATE** provides HFPL, continuity is generally assumed as **SBC-12STATE** retail POTS service is operating at the time of the order. Generally, **SBC-12STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, **SBC-12STATE** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.
- 8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
- 8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 8.3 Acceptance Testing Procedure:
- 8.3.1 Upon delivery of a loop to/for the CLEC, **SBC-12STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.
- 8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-12STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-12STATE** field technician will not perform a short or open circuit due to technical limitations.
- 8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.
- 8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including,

but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-12STATE** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **SBC-12STATE** will still close the order. **SBC-12STATE** will not complete an order that fails Acceptance Testing.

- 8.3.4 Until such time as the CLEC and **SBC-12STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should the CLEC open a trouble ticket and an **SBC-12STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-12STATE** fault), **SBC-12STATE**, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.3.5 **SBC-12STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.
- 8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.
- 8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties

mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

- 8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing.

8.5 Cooperative Testing: (**SBC-13STATE**)

- 8.5.1 **SBC-13STATE** and CLEC agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loops delivery.
- 8.5.2 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.
- 8.5.3 If the trouble ticket was opened without a request for Cooperative Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.
- 8.5.4 **Cooperative Testing Procedure :**
- 8.5.4.1 The **SBC-13STATE** field technician will call the LOC and the LOC will contact the CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.
- 8.5.4.2 If the loop passes the “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill for the cooperative testing.
- 8.5.4.3 If the Cooperative testing fails “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact the CLEC for another cooperative testing.

- 8.5.4.4 **SBC-13STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by the CLEC when the CLEC cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-13STATE** may then close the trouble ticket, document the time and reason, and may bill the CLEC as if the Cooperative Test had been completed.
- 8.6 The charges for Acceptance and Cooperative Testing are provided in Appendix PRICING and/or the applicable tariff.
- 8.6.1 If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.
- 8.7 Line Sharing Turn-Up Testing Procedures:
- 8.7.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **SBC-12STATE**’s central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.
- 8.7.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.
- 8.7.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC’s CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.7.1 above.

9. MAINTENANCE /SERVICE ASSURANCE

- 9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.
- 9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-12STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case,

SBC-12STATE shall attempt to notify the end user and CLEC for permission any time **SBC-12STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-12STATE** may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

9.3 **SBC-12STATE** will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals **SBC-12STATE** provides its advanced services affiliates for the HFPL.

9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to **SBC-12STATE** and the problem is determined to be in the CLEC's network, the CLEC will pay **SBC-12STATE** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

9.3.2 SBC-owned line splitters:

9.3.2.1 **SBC-12STATE** will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals **SBC-12STATE** provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by CLEC where the voice service has not been impacted after such trouble has been isolated to the **SBC-12STATE** central office.

9.3.3 CLEC-owned line splitters:

9.3.3.1 If **SBC-12STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, **SBC-12STATE** will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.

9.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE**, the contacted Party will notify the other and provide contact names prior to **SBC-12STATE** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

- 9.3.5 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL.
- 9.3.6 In the event the trouble is identified and corrected in the CLEC equipment, **SBC-12STATE** will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, **SBC-12STATE** will remove load coils, repeaters and excessive bridge tap at no charge.
- 9.5 An **SBC-12STATE** will provide CLECs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on the CLEC's trouble documentation for non-mechanized tests.
- 9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-12STATE** facilities and hereby agrees to release, defend and indemnify **SBC-12STATE**, and hold **SBC-12STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against **SBC-12STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.
- 9.7 **SBC-12STATE** will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing

by **SBC-12STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

- 9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-12STATE**.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise **SBC-12STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify **SBC-12STATE** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **SBC-12STATE**. CLEC will abide by standards pertinent for the designated PSD mask type.
- 10.2 **SBC-12STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-12STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-12STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-12STATE** will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.
- 10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **SBC-12STATE** and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then ~~SBC-12STATE~~ and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

- 11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the HFPL and associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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

1. INTRODUCTION

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

2. DEFINITIONS

- 2.1 **“Automated Message According (AMA)”** – Billing detail recordings in the switch.
- 2.2 **“Call Processing Data Link - (CPDL)”** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 **“Data Terminating Equipment (DTE)”** - A terminal attached to a data network as an End User node.
- 2.4 **“Nortel Digital Multiplexing Switch (DMS 200)”** - DMS performs base call processing functions and supports service capabilities.
- 2.5 **“IBM RISC 6000 Processor”** – The IBM platform that enables database search capabilities.
- 2.6 **“Nortel Directory One (D1)”** - D1 offers directory search applications built on a standard operating software environment.
- 2.7 **“Nortel Directory One Call Control”** - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 **“Electronic White Pages (EWP)”** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 **“Nortel Interactive Voice System (IVS)”** - Peripheral off the switch that provides interactive audio.
- 2.10 **“Nortel Multi Purpose Position (MP, MPX or MPX-IWS)”** - Operator Workstations.
- 2.11 **“Non-Published Number (NP)”** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 **“Operator Service Center (OSC)”** - Physical location of the Operators/workstations.
- 2.13 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC-12STATE** DA Operator.

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

3. SERVICE

- 3.1 Direct Access allows CLECs access to **SBC-12STATE**’s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC’s End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC-12STATE** will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, CLEC may receive Direct Access from **SBC-12STATE**’s host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF SBC-12STATE

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

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

5. RESPONSIBILITIES OF CLEC

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

6. RESPONSIBILITIES OF BOTH PARTIES

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

7. LIABILITY

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

8. BILLING

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

9. USE OF SUBSCRIBER LISTING INFORMATION

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

10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of **SBC-12STATE**. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

- 11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, **SBC-12STATE** will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the BFR process.

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

11.2.1 Service Establishment

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

11.2.2 Direct Access Database Service

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

11.2.3 Direct Access Per Search

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

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

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

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**APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.11 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.12 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.13 As used herein, **SNET** means an ILEC doing business in Connecticut.

2. SERVICES

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

- 2.1.1 **DIRECTORY ASSISTANCE (DA)**

- 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of “non-published status”) for the local/intraLATA serving area where available to CLEC’s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

- 2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)**

- 2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC’s End User, utilizing an automated voice system or with operator assistance.

- 2.1.3 **NATIONAL DIRECTORY ASSISTANCE (NDA)**

- 2.1.3.1 **SBC-10STATE/PACIFIC** - A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users.

- 2.1.4 **NEVADA/SNET** – NDA is not technically feasible and/or available.

3. DEFINITIONS

- 3.1 The following terms are defined as set forth below:

- 3.1.1 **“Non-List Telephone Number or DA only Telephone Number”** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.
- 3.1.2 **“Non-Published Number”** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
- 3.1.3 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

- 4.1 The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.
 - 4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand DA in CLEC’s name based upon the criteria outlined below:
 - 4.1.1.1 Where **SBC-12STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-12STATE** is only providing DA service on behalf of the CLEC, the calls will be branded.
 - 4.1.1.1.1 SNET – Where SNET provides Operator Services (OS) and DA services on behalf of CLEC, the CLEC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where SNET is only providing DA service on behalf of the CLEC, the CLEC’s calls will be branded.
 - 4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
 - 4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC’s specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

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

4.1.1.5 Branding Load Charges:

4.1.1.5.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-SWBT** unbundled local switching.

4.1.1.5.2 **PACIFIC/NEVADA** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

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

4.1.1.5.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. **DIRECTORY ASSISTANCE (DA) REFERENCE/RATER**

5.1 An SBC database referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC DA Reference/Rater information based upon the criteria outlined below:

5.1.1.1 CLEC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 CLEC will inform **SBC-12STATE** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Reference or Rater -information.

5.1.1.4 Where technically feasible and/or available, when an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable DA rates as provided by CLEC or as otherwise defined below.

5.1.1.5 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a CLEC end user, **SNET** will quote the surcharge rate only.

6. **RESPONSIBILITIES OF THE PARTIES**

6.1 CLEC agrees that due to customer quality and work force scheduling, **SBC-13STATE** will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.

6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities

under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

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

7. METHODS AND PRACTICES

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

8. PRICING

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

9. MONTHLY BILLING

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

10. LIABILITY

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

11. TERMS OF APPENDIX

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

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without

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

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

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in **SBC-SWBT**, Directory Assistance Listing Information Service (DALIS) in Pacific and Dialing Parity Directory Listings in **SBC-AMERITECH** (herein after collectively referred to as DAL):

- 2.1.1 **SBC-13STATE** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
- 2.1.2 **SBC-13STATE** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End 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.
- 4.1.1 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.
- 4.1.1 **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.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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

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

[illegible]

APPENDIX 911

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

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, **SBC-PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.6 As used herein, **SBC-NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.7 The prices at which **SBC-13STATE** agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC’s End Office to the E911 system.
- 2.2 **“Automatic Location Identification” or “ALI”** means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 **“Company Identifier” or “Company ID”** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 **“Database Management System” or “DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.6 **“E911 Customer”** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.7 **“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.9 **“Emergency Service Number” or “ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing

and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

- 2.10 **“National Emergency Number Association” or “NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.12 **“Selective Routing” and “Selective Router” or “SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. **SBC-13STATE RESPONSIBILITIES**

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and **SBC-13STATE** is the 911 Service Provider. This shall include the following:
- 3.2 Call Routing
- 3.2.1 **SBC-13STATE** will transport 911 calls from each CLEC point of interconnection (POI) to the SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.
- 3.2.2 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

- 3.2.3 **SBC-13STATE** will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, **SBC-13-STATE** will report this “No Record Found” condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

- 3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 **SBC-13STATE** will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.
- 3.3.3 Upon written request by CLEC, **SBC-13STATE** shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.3.4 **SBC-13STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **SBC-13STATE** SR(s).

3.4 Database

- 3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of CLEC End User 911 Records.

- 3.4.3 **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 3.4.4 **SBC-13STATE** will update CLEC's End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.
- 3.4.5 **SBC-13STATE** shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider.
- 3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. CLEC RESPONSIBILITIES

4.1 Call Routing

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

4.2 Facilities and Trunking

- 4.2.1 CLEC shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

- 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 In **SBC-AMERITECH** only, the CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the **SBC-13STATE** SR.
- 4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated **SBC-13STATE** 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.
- 4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from **SBC-13STATE**.
- 4.2.10 CLEC will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between CLEC's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). **SBC-13STATE** will be responsible for the coordination and

restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to CLEC if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis. **SBC-13STATE** and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.
- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 CLEC is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.
- 4.3.5 The CLEC shall reimburse **SBC-13STATE** for any additional database charges incurred by **SBC-13STATE** for errors in ALI data updates caused by CLEC or its third-party agent.
- 4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

- 4.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any

municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

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

6. METHODS AND PRACTICES

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

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to **SBC-13STATE** not later than forty-five (45) days prior to the passing of live traffic. **SBC-13STATE** shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to **SBC-13STATE** prior to use of CLEC's E911 connection for actual emergency calls.

- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In **PACIFIC**, **NEVADA**, and **SBC-AMERITECH**; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

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

9. LIABILITY

- 9.1 **SBC-13STATE**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-13STATE** shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **SBC-13STATE**, CLEC shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.

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

10. MUTUALITY

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

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

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

2. DEFINED TERMS; DATES OF REFERENCE

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

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

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

4. OSS: CHANGE MANAGEMENT PROCESS

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

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

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

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

6. ADVANCED SERVICES OSS DISCOUNTS

- 6.1 **SBC-13STATE** will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.
- 6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **SBC-13STATE**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 6.3 In order to qualify for the OSS Discounts set forth in **Paragraphs 6.1 and 6.2** for Indiana, CLEC shall deliver to **SBC-13STATE** and the Indiana Utility Regulatory Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Exhibit E** - OSS Discounts, Certificate of Eligibility as specifically required by Paragraph 18 of the FCC Conditions and by the Indiana Utility Regulatory Commission.

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

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

8. PROMOTIONAL DISCOUNTS ON RESALE

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

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

9. PROMOTIONAL UNE PLATFORM

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

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

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

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

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

10. LOOP CONDITIONING CHARGES

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

load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

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

12. CONFLICTING CONDITIONS

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

13. SUSPENSION OF CONDITIONS

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

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

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

a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

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

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

EXHIBIT E**OSS Discounts, Certificate of Eligibility**

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

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

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

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

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

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: [Insert state commission Recipient]

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

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

2. DEFINITIONS

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

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

3. UNDERTAKING OF THE PARTIES

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

month's compensation cycle, and will not be required to adjust the previous bills retroactively.

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

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

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

5. MINUTES OF USE (MOUS) DEVELOPMENT

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

5.2 Terminating MOUs Development

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

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

5.3 Originating MOUs Development

- 5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.
- 5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

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

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

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

- 7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.
- 7.2.3 The total compensation due the Secondary Company, by rate element.
- 7.2.4 The number of terminating MOUs recorded by the Primary Company.
- 7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.
- 7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.
- 7.2.7 Adjustments for uncollectibles.
- 7.3 Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office
Company

Secondary Office Company

CLLI CODE NPA-NXX
ACCESS LINE

CLLI CODE

NPA-NXX

EXHIBIT B

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

SECONDARY OFFICE COMPANY

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

APPENDIX FX

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APPENDIX FX

1. INTRODUCTION

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

2. DEFINITIONS

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

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

3. UNDERTAKING OF THE PARTIES

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

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

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

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

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

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

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

2. DEFINITIONS

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

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

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

- 3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a CLEC Tandem or End Office switch and an **SBC-13STATE** Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. CLEC will have administrative control of one-way trunk groups from CLEC to **SBC-13STATE** (CLEC originating).
- 3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and an **SBC-13STATE** Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **SBC-13STATE** will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in the **SBC-AMERITECH** and **SNET**, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.
- 3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and

overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The parties agree to the electronic exchange of data.

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

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 **SBC-13STATE** deploys in its network Tandems that switch local only traffic (local Tandem **SBC-SWBT** only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition **SBC-13STATE** deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.
- 4.2 When Tandem trunks are deployed, CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective **SBC-13STATE** Tandems on the trunk groups defined below. **SBC-13STATE** shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.2.1 When transit traffic through the **SBC-13STATE** Tandem from CLEC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier CLEC shall route Transit Traffic via **SBC-13STATE**'s Tandem switches, and not at or through any **SBC-13STATE** End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.
- 4.3 While the Parties agree that it is the responsibility of the CLEC to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, **SBC-13STATE** acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC

and (ii) the date transit traffic volumes exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.2.1, **SBC-13STATE** will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

4.4 Direct End Office trunks terminate traffic from a CLEC switch to an **SBC-13STATE** End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.

4.5 All traffic received by **SBC-13STATE** on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the **SBC-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

4.6 Trunk Configuration

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

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

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

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

Party may request upgrade to B8ZS ESF when such equipment is available.

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

5. **TRUNK GROUPS**

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

- 5.2.4 Each Party shall deliver to the other Party over the Local Trunk Group(s) only such traffic that originates and terminates in the local exchange area.
- 5.2.5 When **SBC-SWBT** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group in addition to a two-way local trunk group shall be established from CLEC switch to the **SBC-SWBT** Access Tandem(s).
- 5.2.6 When **SBC-SWBT** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group.
- 5.2.7 When **SBC-SWBT** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group to each **SBC-SWBT** Tandem.
- 5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **SBC-AMERITECH**, **SNET**, **PACIFIC**, and **NEVADA**
- 5.3.1 Tandem Trunking - Single Tandem LATAs
- 5.3.1.1 Where **PACIFIC**, **NEVADA**, **SNET** or **SBC-AMERITECH** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 5.3.2 Tandem Trunking – Multiple Tandem LATAs
- 5.3.2.1 Where **PACIFIC**, **NEVADA**, **SNET** or **SBC-AMERITECH** has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **PACIFIC**, **NEVADA**, **SNET** or **SBC-AMERITECH** Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 5.3.3 Direct End Office Trunking
- 5.3.3.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic

where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

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

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

- 5.4.7 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on CLEC's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Access Tandem that CLEC switch subtends in each LATA. In no event will **SBC-13STATE** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **SBC-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. **SBC-13STATE** also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with **SBC-13STATE**'s Access Tandem(s).
- 5.4.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.
- 5.5 **800/(8YY) Traffic: SBC-13STATE**
- 5.5.1 If CLEC chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Tandem switch.
- 5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that **SBC-13STATE** perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/intra-LATA/inter-LATA) of the

800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to **SBC-13STATE** over the local or intra-LATA trunk group. In such case, the CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, CLEC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to **SBC-13STATE**'s Access Tandem. Calls will be routed to **SBC-13STATE** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

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

5.6 E911 Trunk Group

- 5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which the CLEC offers exchange service. The CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **SBC-13STATE** E911 switch.

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

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

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.2 This group shall be sized as follows:

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

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

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

5.7.5 Where **SBC-13STATE** and CLEC both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall

not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

5.8 Operator Services/Directory Assistance Trunk Group(s)

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

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

5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **SBC-13STATE** OPERATOR SERVICES Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC):

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

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

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

5.8.2.4 Operator Assistance (0+, 0-):

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

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

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

5.8.2.6 OS QUESTIONNAIRE

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

6. FORECASTING RESPONSIBILITIES: SBC-13STATE

- 6.1 CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. **SBC-13STATE** shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **SBC-13STATE** General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).
- 6.2 The semi-annual forecasts shall include:
- 6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
- 6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 6.3 CLEC shall be responsible for forecasting two-way trunk groups. **SBC-13STATE** shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one

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

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

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

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

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

TABLE 1

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

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

8. TRUNK SERVICING: SBC-13STATE

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

(25%) excess capacity. In all cases grade of service objectives shall be maintained.

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

- 8.6.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 8.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). **SBC-13STATE** will be responsible for engineering its network on its side of the POI.
- 8.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the **SBC-13STATE**'s intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the CLEC will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If the CLEC requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the CLEC. Should the CLEC fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.
- 8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.
- 8.10 **TRUNK SERVICING – SBC-SWBT** Exceptions:
- 8.10.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 8.6. Incoming orders will be screened by SWBT trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in Held Status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.
- 8.11 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE: SBC-13STATE

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

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

- 10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and **SBC-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. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

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

APPENDIX INW

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APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the above listed ILEC's doing business in Missouri, Oklahoma, Kansas, Texas, Arkansas, California, Nevada, Connecticut, Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.11 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.12 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.13 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

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.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX INW**EXHIBIT I****SERVING AREA****OPERATOR SERVICES PROVIDER LOCATION:****CLEC SWITCH SERVING LOCATIONS:**

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

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX MESSAGE EXCHANGE

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

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for the exchange record detail and settlement of revenues for call detail messages provided to CLEC as a result of the CLEC's purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 As used herein, **SBC-13STATE** means the applicable SBC owned ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, **SBC-AMERITECH** means the applicable SBC owned ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.4 As used herein, **SBC-SWBT** means the applicable SBC owned ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 As used herein, **PACIFIC** means the applicable SBC owned ILEC doing business in California.
- 1.6 As used herein, **NEVADA** means the applicable SBC owned ILEC doing business in Nevada.
- 1.7 As used herein, **SNET** means the applicable SBC owned ILEC doing business in Connecticut.

2. DEFINITIONS:

- 2.1 "555" is an **SBC-AMERITECH** service by which Providers offer information services for a fee to a CLEC End-User who dials a number using the "555" prefix.
- 2.2 "900" is a **PACIFIC** and **NEVADA** service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "900" prefix.

- 2.3 **“976”** is an **SBC-AMERITECH**, **PACIFIC** and **NEVADA** service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the “976” prefix.
- 2.4 **“Abbreviated Dialing”** is an **SBC-AMERITECH** service by which Providers offer information services for a fee to a CLEC End-User who dials a telephone number with less than seven digits.
- 2.5 **“Adjustments”** are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.
- 2.6 **“Ancillary Message Services”** available in **SBC-AMERITECH**, **PACIFIC**, and **NEVADA**. Included in **SBC-AMERITECH** offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services. **PACIFIC** and **NEVADA** provide 900/976.
- 2.7 **“Calling Party Pays Cellular”** or **“CPP Cellular”** is an **SBC-AMERITECH** service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.8 **“Calling Party Pays Paging”** or **“CPP Paging”** is an **SBC-AMERITECH** service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.9 **“CLEC CATS Messages”** means intraLATA Calling Card and third number billed messages billed to a CLEC End-User telephone where the LEC carrying the call is Pacific or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.
- 2.10 **“Provider”** is the entity that offers an **SBC-AMERITECH**, **PACIFIC**, or **NEVADA** Ancillary Message Service to an End-User.
- 2.11 **“Uncollectibles”** are amounts billed to CLEC’s End-Users, which after standard intervals and application of standard collection procedures, are determined by CLEC to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recouped back to the Provider.
- 2.12 **“CLEC Non-CATS Messages** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the CLEC’s End-User and the

originating Party is an End-User of SBC or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

3. DESCRIPTION OF BILLING SERVICES

- 3.1 **SBC-13STATE** will receive LEC carried ABS messages being billed to CLEC End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. **SBC-13STATE** shall forward rated messages to CLEC on the Daily Usage File (DUF).
- 3.2 **PACIFIC** and **NEVADA** shall provide revenue settlement for all messages supplied to CLEC on DUF; provided, however, that revenue settlement for CLEC Non-CATS Messages shall only be provided by **PACIFIC** with those LECs with whom **PACIFIC** has executed an Agreement covering the Settlement of Non-CATS Messages. Pacific shall provide CLEC with a list of all such LECs upon request.
- 3.3 **SBC-SWBT**, **SNET**, and **SBC-AMERITECH** shall bill charges to the CLEC Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a CLEC Resale or UNE port End-User account.
- 3.4 As a part of provisioning local service for CLEC, **SBC-13STATE** will block End-User access to 900/976 numbers upon specific written request by CLEC for each separate End User line.
- 3.5 CLEC shall block End-User access to Ancillary Message Services upon **SBC-13STATE**'s written request.
- 3.6 If blocking is not requested, **SBC-13STATE** shall record all Ancillary Message Service calls transported by SBC that originate from a CLEC's End-User's telephone number. SBC shall provide the CLEC with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where CLEC's switch generates call information, CLEC will provide **SBC-AMERITECH**, **PACIFIC** or **NEVADA** with call information for each call on a daily basis. **SBC-AMERITECH**, **PACIFIC** or **NEVADA** will rate the call with each Provider's requested rates and return a formatted record to the CLEC. CLEC shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

- 4.1 CLEC shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. CLEC warrants that the billing

and collection for messages distributed under this Appendix shall be at a performance level no less than CLEC uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services.

- 4.2 All messages should be billed within 30 days of receipt. CLEC further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

5. **CHANGES TO PROVIDER'S SERVICES AND RATES**

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

6. **SETTLEMENT ARRANGEMENT AND PAYMENT—PACIFIC AND NEVADA**

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

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

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

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

6.1.1.2 Rejected Messages means the rated value of CLEC CATS Messages and Non-CATS Messages that failed to pass the edits within CLEC's system and were returned to **PACIFIC** or **NEVADA** via the daily feed

within 10 days of originally being received from **PACIFIC** or **NEVADA**.

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

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

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

6.1.1.6 **PACIFIC** or **NEVADA** Settlement Charge means the **PACIFIC** or **NEVADA** per message settlement charge, set forth in Appendix Pricing, times the number of CLEC CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to CLEC. Only CLEC CATS and Non-CATS Messages for which the Transporting LEC is other than **PACIFIC** or **NEVADA** shall be included in the calculation of the **PACIFIC** or **NEVADA** Settlement Charge.

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

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

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

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

- 6.4 Disputes over any billed amount shall be handled as set forth in Section 10 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 6.5 That portion of the Amount Due **PACIFIC** or **NEVADA**, calculated as set forth in Section 6.1 attributable to LECs for which **PACIFIC** or **NEVADA** is the CMDS Host or LECs with whom **PACIFIC** or **NEVADA** has an Agreement covering the Settlement of Non-CATS messages shall be settled between **PACIFIC** or **NEVADA** and the LECs as set forth in the Appendix **PACIFIC** or **NEVADA** shall provide CLEC with an updated list in writing of all LECs with which **PACIFIC** or **NEVADA** has such Agreements.
- 6.6 To the extent, but only to the extent, necessary to accurately bill, record, report, and Invoice as required by this Appendix, the Parties grant each other a limited exception to the prohibitions set forth in Section 20 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7. SETTLEMENT ARRANGEMENT AND PAYMENT – SBC-AMERITECH

- 7.1 Ameritech shall pay for the Billing and Collection Services for Ancillary Message Services described herein at the rates set forth in Appendix Pricing as "Ancillary Billing Message Compensation."
- 7.2 The amount due to **SBC-AMERITECH** under this Appendix shall be the total of all billable charges submitted to CLEC under this Appendix, less:
- 7.2.1 All charges due CLEC under subsection 7.1;
- 7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;
- 7.2.3 Adjustments as provided in subsection 7.4;
- 7.2.4 Taxes collected from CLEC End-Users.
- 7.3 CLEC shall provide **SBC-AMERITECH** with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and End-User taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement should be received by **SBC-AMERITECH** on or before the fifth Business Day of every month. Payment of the amount owed to **SBC-AMERITECH** by CLEC as calculated in Section 7.2 hereof is due and shall be paid to **SBC-AMERITECH** on or before thirty (30) calendar days from the date of the monthly statement. Past due amounts shall

accrue late charges at the rate set forth in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.4 Adjustments

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

7.5 Uncollectibles

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

7.6 Taxes

- 7.6.1 Taxes Imposed on Services Performed or Provided by CLEC. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by CLEC.
- 7.6.2 Taxes on Ancillary Message Services. CLEC shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying **SBC-AMERITECH** of those taxes. **SBC-AMERITECH** shall notify CLEC of this information and pursuant to this Agreement CLEC shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to **SBC-AMERITECH**. CLEC shall identify the amount of taxes and type of taxes, by Provider. **SBC-AMERITECH** shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

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

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

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

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

1. INTRODUCTION

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

Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection.

1.9.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.

1.9.2 The terms and conditions associated with access to Unbundled Network Elements (UNEs) are not found in Appendix NIM, but are contained in Appendix UNE. **SNET** Unbundled Network Elements are offered via the Connecticut Access Tariff.

1.10 **SBC-13STATE** shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.11 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

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

- 2.2 **Points of Interconnection (POIs):** A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within and exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between CLEC and **SBC-13STATE**.
- 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, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.
- 2.7 If CLEC has established Collocation in an **SBC-13STATE** End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of CLEC.
- 2.8 **Technical Interfaces**
- 2.8.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.8.2 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.

2.8.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

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

3.2 Virtual Collocation Interconnection

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

3.3 Leased Facility Interconnection ("LFI")

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

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and CLEC can occur at any mutually agreeable and technically feasible point between CLEC's premises and an **SBC-13STATE** Tandem or End Office within each local exchange area (**SBC-SWBT**) or LATA (**SBC-AMERITECH**, **SNET**, **PACIFIC**, and **NEVADA**).

- 3.4.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet, a single point-to-point linear chain SONET system must be utilized. Only Interconnection trunking shall be provisioned over this jointly provided facility
- 3.4.3 Neither Party will be allowed to access the Data Communications Channel (“DCC”) of the other Party’s Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.
- 3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.
- 3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.
- 3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.4.7 There are four basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 3.4.7.1 Design One: CLEC’s fiber cable (four fibers) and **SBC-13STATE**’s fiber cable (four fibers) will be connected at a mutually agreeable and technically feasible mid-point between CLEC and **SBC-13STATE** locations. This interconnection point will be at a mutually agreeable location, with the intent of a 50/50 share in the cost of the facilities. Each Parties' fiber cables will be terminated and then cross connected on a fiber termination panel. CLEC and SBC will provide t heir own fiber termination panels and will be responsible for terminating and testing their own fibers. Each Party will supply fiber optic equipment at their respective end. The POI will be at the fiber termination panel at the mid-point meet.
- 3.4.7.2 Design Two: CLEC will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem

or End Office switch. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for **SBC-13STATE** to pull through 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.

3.4.7.3 Design Three: **SBC-13STATE** will provide fiber cable to a mutually agreed upon manhole towards the last entrance (or CLEC designated) manhole at the CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable **SBC-13STATE** to deliver fiber optic facilities into that manhole. **SBC-13STATE** will provide a sufficient length of fiber cable for CLEC to pull to a mutually agreed upon point of termination **SBC-13STATE** shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at the CLEC designated manhole location.

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

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

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

3.4.10 **SBC-13STATE** and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.11 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.12 CLEC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below.

3.5 Other Interconnection Methods

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

4. RESPONSIBILITIES OF THE PARTIES

4.1 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-SWBT**) or LATA (**PACIFIC, NEVADA, SNET, and SBC-AMERITECH**). Such request will include (i) CLEC's Switch address, type of Switch and CLI code; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either party may add or remove additional switches. The parties shall be entitled to provide written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.

- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.
- 4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

5. LEASING OF FACILITIES

- 5.1 Should **SBC-13STATE** wish to voluntarily provide CLEC with Leased ILEC Facilities for the purpose of interconnection, the Parties agree that this voluntary offering is not required under FTA 96 nor under FCC UNE Remand Order 99-238, November 5, 1999, and is made with all rights reserved. The Parties further agree that any such voluntary offering is not subject to TELRIC cost methodologies, and instead will be market priced on an individual case basis. Should **SBC-13STATE** voluntarily offer Leased Facilities under this section, it (1) will advise the CLEC in writing in advance of the applicable charges for Leased Facilities, and (2) will process the request only if CLEC accepts such charges.
- 5.2 The purpose of this section is to cover both CLEC's and **SBC-SWBT**, **PACIFIC** and **NEVADA** leasing of facilities from each other for the purposes of Interconnection in **SBC-AMERITECH** and **SNET**, such leased facilities are from the applicable Access Tariff.
- 5.3 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.
- 5.4 Leasing of facilities from either party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.
- 5.5 The requesting Party will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.
- 5.6 Requests by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requesting Party may agree to provide under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:

- 5.6.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.
- 5.6.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party any reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 5.6.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR.
- 5.6.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote which will include the applicable recurring rates and installation intervals.
- 5.6.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days, the requested Party reserves the right to modify or withdraw its BFR quote.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX NUMBER PORTABILITY

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**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means an ILEC doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **PACIFIC** means an ILEC doing business in California.

- 1.11 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.12 As used herein, **SNET** means an ILEC doing business in Connecticut.
- 1.13 The prices at which **SBC-13STATE** agrees to provide CLEC with Numbering Portability are contained in the applicable FCC tariff.

2. **INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]**

- 2.1 Due to all **NEVADA**, **PACIFIC**, **SBC-AMERITECH** and **SNET** switches being LNP capable, this Section does not apply.
- 2.2 General Terms and Conditions
 - 2.2.1 **SBC-SWBT** and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or **SBC-SWBT**. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.
- 2.3 Service Provided
 - 2.3.1 **SBC-SWBT** shall provide INP to CLEC only, as described herein.
 - 2.3.2 **SBC-SWBT** shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. **SBC-SWBT** does not offer INP services and facilities for NXX codes 555, 976, 950.
 - 2.3.3 **SBC-SWBT** shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by **SBC-SWBT** to the End User, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the End User's behalf, including any termination amounts due.
 - 2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, **SBC-SWBT** shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-SWBT

- 2.4.1 **SBC-SWBT**'s sole responsibility is to comply with the service requests it receives from CLEC and to provide INP in accordance with this Appendix.

2.5 Obligations of CLECs

- 2.5.1 CLEC shall coordinate the provision of service with **SBC-SWBT** to assure that CLEC's switch is capable of accepting INP ported traffic.
- 2.5.2 CLEC is solely responsible to provide equipment and facilities that are compatible with **SBC-SWBT**'s service parameters, interfaces, equipment and facilities. CLEC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of **SBC-SWBT** or any of its End Users. In the event that **SBC-SWBT** determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of **SBC-SWBT** or any of its End Users, **SBC-SWBT** may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or **SBC-SWBT**'s tariffs, where applicable.
- 2.5.3 CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an End User.
- 2.5.4 Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard **SBC-SWBT** intercept announcement **SBC-SWBT** shall provide for disconnected number.
- 2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by **SBC-SWBT** to its own End User subscribers has elapsed, the ported telephone number will be released back to **SBC-SWBT**.
- 2.5.5.1 Formerly ported telephone numbers which revert to **SBC-SWBT** as described above shall be reassigned or provided with a standard **SBC-SWBT** intercept announcement in accordance with **SBC-SWBT**'s standard operating procedures then in effect.

2.5.6 CLEC shall designate to **SBC-SWBT** at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to CLEC assigned telephone numbers:

2.5.6.1 CLEC may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.6 Limitations of Service

2.6.1 **SBC-SWBT** is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.6.2 End-to-end transmission characteristics cannot be specified by **SBC-SWBT** for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

2.7 Service Descriptions

2.7.1 INP-Remote

2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to **SBC-SWBT**, is automatically forwarded to CLEC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by CLEC at the same wire center wherein the ported number resides.

2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to CLEC's specified forwarded-to number. Additional call paths are available on a per path basis.

2.7.1.3 The CLEC-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access billing, i.e., an incoming call to the **SBC-SWBT** ported number shall be handled like any other **SBC-SWBT** call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between **SBC-SWBT** and CLEC.

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

2.7.2 INP-Direct

2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to CLEC's switching (central office or premises) equipment for identification and subsequent routing and call completion.

2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.7.2.2.1 Where the location of CLEC's switching equipment to which **SBC-SWBT** is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, CLEC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per **SBC-SWBT** switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

2.8.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay

the Ported-to-Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to “true-up” INP-related accruals to reflect the final terms of any such order.

2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. **PERMANENT NUMBER PORTABILITY (PNP)**

3.1 General Terms and Conditions

3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

3.1.2 Other than as specifically set out elsewhere in this agreement, **SNET** does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Service Provided

3.2.1 **SBC-12STATE** provides CLECs the use of the **SBC-12STATE** PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 **SBC-12STATE** will provide CLEC the use of the **SBC-12STATE** PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 **Obligations of SBC-12STATE**

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

3.3.2 **SBC-SWBT** has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa, El Paso, Wichita, Little Rock	December 31, 1998

- 3.3.3 After December 31, 1998, **SBC-SWBT** will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from the CLEC (see EXHIBIT 1).
- 3.3.4 **SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of CLEC

- 3.4.1 When purchasing the SPNP Database Query, CLEC will access **SBC-12STATE**'s facilities via an SS7 link: **SBC-AMERITECH** - Section 8 of FCC No. 2 Access Service Tariff/**NEVADA** – Section 6 of FCC No. 1 Access Services tariff/**PACIFIC** – Section 6 of FCC No. 128 Access Service tariff/ **SBC-SWBT**- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the **SBC-12STATE** STP.
- 3.4.2 When purchasing the SPNP Query - Prearranged, CLEC will advise **PACIFIC/NEVADA/SBC-SWBT** of the entry point(s) of queries to the **PACIFIC/NEVADA/SBC-SWBT** network and provide a query forecast for each entry point.
- 3.4.3 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
- 3.4.4 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a **SBC-SWBT** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.
- 3.4.5 When CLEC requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, CLEC shall follow the industry standard LERG procedure.
- 3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 3.4.7 CLEC shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.

- 3.4.8 CLEC shall adhere to **SBC-12STATE**'s reserved number terms and conditions pursuant to Appendix Numbering.

3.5 Obligations of Both Parties

- 3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.6 Limitations of Service

- 3.6.1 Telephone numbers can be ported only within **PACIFIC/NEVADA/SBC-SWBT** toll rate centers / **SBC-AMERITECH** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.
- 3.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **SBC-12STATE** Official Communications Services (OCS) NXXs.

- 3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

- 3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 3.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 3.7.6 If CLEC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
- 3.7.7 The CLEC shall be responsible for payment of charges to **SBC-12STATE** for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.
- 3.7.8 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in

SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff

NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff

PACIFIC BELL – Section 13 of the FCC No. 128 Access Services Tariff

SBC-SWBT – Section 34 of the FCC No. 73 Access Services Tariff

3.8.2 CLEC agrees not to charge **SBC-12STATE**, nor any SBC Affiliate, SBC Subsidiary, or **SBC-12STATE** End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

4. **INP TO PNP TRANSITION**

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

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

4.3 CLECs shall issue LSRs to change their existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.

4.4 New requests for INP will not be provided in a **SBC-12STATE** switch once LRN has been deployed in that switch.

4.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

5. **MASS CALLING CODES**

5.1 General Terms and Conditions

5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **SBC-12STATE** in special circumstances where large

numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

- 5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **SBC-12STATE** will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

- 5.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC-AMERITECH** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.
- 5.2.2 When a CLEC requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

5.3 Obligations of **SBC-12STATE**

- 5.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 5.3.2 **SBC-12STATE** will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of CLEC

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

5.5 CLEC Mass Calling Codes

- 5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC-AMERITECH** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.
- 5.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

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

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

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

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

7.1 CLEC shall provide PNP to **PACIFIC/NEVADA/SBC-AMERITECH** under no less favorable terms and conditions as when **PACIFIC/NEVADA/SBC-AMERITECH** provides such services to CLEC.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT 1

[This Attachment is applicable to SBC-SWBT only.]
PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

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

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-SWBT** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its **SBC-SWBT** Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.
- An initial response from the **SBC-SWBT** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____ (name of service provider)
 _____ (address of service provider)
 _____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
 _____ (requester switch(es)/CLLI)
 _____ (authorized by name)
 _____ (authorized by title)
 _____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
 Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team (Continued)

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
 _____ (contact name/address/number)
 _____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
 _____ (address of provider)
 _____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

 _____ (CLLI 2): _____

 _____ (CLLI 3): _____

Authorized company representative signature/title:

APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

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

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
- 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

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

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

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

APPENDIX OS

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**APPENDIX OS
(OPERATOR SERVICES)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switched-based CLEC's or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.11 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.12 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.13 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.

2. **SERVICES**

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

- 2.1.1 Fully Automated Call Processing

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

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

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

- 2.1.2 Operator-Assisted Call Processing

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

3. **DEFINITIONS**

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

3.1.1 Fully Automated Calling Card Service.

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

3.1.2 Fully Automated Collect and Bill to Third Number Services.

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

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

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

3.2.2 Semi-Automated Collect and Bill to Third Number Services. **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

- 3.2.5 Busy Line Verification (BLV)/Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Verification Interrupt (BLVI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

- 4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.
 - 4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in CLEC's name based upon the criteria outlined below:
 - 4.1.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.
 - 4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
 - 4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
 - 4.1.1.4 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in

Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges

4.1.1.5.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-SWBT** unbundled local switching.

4.1.1.5.2 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC- AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

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

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

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.

5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.1.2 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

5.1.2.1 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a CLEC end user, **SNET** will quote the surcharge rate only.

6. INTRALATA MESSAGE RATING

6.1 **SBC-SWBT** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC-SWBT**.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, **SBC-13STATE** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide

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

8. RESPONSIBILITIES OF THE PARTIES

- 8.1 CLEC agrees that due to quality of service and work force scheduling, **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s).
- 8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange OS from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 CLEC will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to **SBC-13STATE**, default emergency agency numbers.

9. METHODS AND PRACTICES

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

10. PRICING

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

11. MONTHLY BILLING

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

12. LIABILITY

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

13. TERMS OF APPENDIX

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

plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX OSS-RESALE & UNE

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APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). 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 owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

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

2. DEFINITIONS

- 2.1 “**LSC**” means (i) the Local Service Center (LSC) for **SWBT**, **PACIFIC**, and **NEVADA**; (ii) Local Exchange Carrier Center (LECC) for **SNET**; and (iii) Information Industry Service Center (IISC) for **SBC-AMERITECH**.
- 2.2 “**LOC**” means (i) the Local Operations Center (LOC) for **SWBT**, **PACIFIC**, **NEVADA**, and **SNET**; and (ii) the Customer Response Unit (CRU) for **SBC-AMERITECH**.
- 2.3 “**Service Bureau Provider**” - For purposes of this Agreement, Service Bureau Provider is a company which has been engaged by CLEC to act as its agent for purposes of accessing **SBC-13STATE**’s OSS application-to-application interfaces.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **SBC-13STATE** shall not be required to accept and process orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 **Proper Use of OSS interfaces:**

3.2.1 For **SBC-13STATE**, CLEC agrees to utilize **SBC-13STATE** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **SBC-13STATE**. In addition, 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 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

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 **PACIFIC** ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of **PACIFIC**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless **PACIFIC** against any claim made by a consumer End User or governmental entity against **PACIFIC** or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

- 3.3.3 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 as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. 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 has good cause to believe that CLEC has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC 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 SBC's Notice of Misuse, which shall be provided to SBC within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with SBC's 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 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 to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC 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 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 SBC's allegation of misuse as set forth in the Notice of Misuse. **SBC-13STATE** shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), 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 agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC, or any SBC affiliate.
- 3.8 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and 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 **SBC-13STATE** and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.11 The Parties will follow the final adopted guidelines of **13-STATE** Change Management Plan, developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.12 **SBC-13STATE** will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **SBC-13STATE** may deploy interfaces with requirements

developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and **SBC-13STATE** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **SBC-13STATE** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

- 3.13 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.14 CLEC is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "**CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications**", or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

4. **PRE-ORDERING**

- 4.1 **SBC-13STATE** will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.
- 4.2 **Pre-ordering functions for Resale Services include:**
 - 4.2.1 For **SBC-7STATE**, features and services available at a valid service address (as applicable) or, for **SNET**, features will be available based on NPA-NXX;
 - 4.2.2 Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier

identity, and for **SBC-12STATE**, pending service order activity is included. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

- 4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
- 4.2.4 Service availability dates to the End User (where available);
- 4.2.5 Information regarding whether dispatch is required;
- 4.2.6 For **SBC-12STATE**, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
- 4.2.7 Service address verification.

4.3 Pre-ordering functions for UNEs include:

- 4.3.1 Features available at an End Office for a valid service address (as applicable);
- 4.3.2 Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for **SBC-12STATE** only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.
- 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;
- 4.3.4 For **SBC-12STATE**, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;
- 4.3.5 Service address verification; and
- 4.3.6 For **SBC-12STATE**, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

- 4.3.7 Pre-order information specific to DSL capable UNE loops as described in the DSL Appendix of this Agreement.

4.4 Electronic Access to Pre-Order Functions:

- 4.4.1 **SBC-SWBT Resale Services Pre-order System Availability:** **SBC-SWBT** will provide CLEC access to one or more of the following systems:

4.4.1.1 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC-SWBT** provides CLEC access to the functions of pre-ordering to order **SBC-SWBT** consumer Resale services.

4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC-SWBT** provides CLEC access to the functions of pre-ordering to order **SBC-SWBT** business Resale services.

- 4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order System Availability:** **PACIFIC** will provide CLEC access to the following system:

4.4.2.1 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order **PACIFIC** Resale service.

- 4.4.3 **SNET Resale Service Pre-Order System Availability:**

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

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

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

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

- 4.4.4 **SNET Resale and UNE Services Pre-Order System Availability:** **SNET** will provide CLEC access to its MSAP:

4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

4.4.5 **SBC-AMERITECH** Resale and UNE Services Pre-Order System Availability: **SBC-AMERITECH** will provide CLEC access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2

4.4.6 **Resale and UNE Pre-order System Availability:** **SBC-7STATE** will provide CLEC access to the following systems (except as noted in section 4.4.6.3):

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

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

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

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

4.5.2 Upon request, Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring that pre-ordering information considered relatively static. For **SBC-SWBT**, **PACIFIC**, and

NEVADA, the following information is available via File Transfer Protocol (FTP): Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes. For **SBC-AMERITECH**, the following information is available via Connect: Direct, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

5. ORDERING/PROVISIONING

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

5.2 Resale Service Order Request System Availability:

5.2.1 In **SBC-SWBT**:

5.2.1.1 C-EASE is available for the ordering of consumer Resale services.

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

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

5.2.2 In **NEVADA** only:

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

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

5.2.3 In **PACIFIC** only:

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

5.2.3.2 SORD system supports the ordering of all Resale Services.

5.2.4 In **SNET**, Resale ordering is supported by W-CIWin (**SNET**'s proprietary GUI interface).

5.2.4.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

5.2.4.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

5.2.4.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 **SBC-13STATE** makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of **SBC-13STATE** ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

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

5.3.2.1 For **SBC-SWBT** region, SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.2.2 In **PACIFIC** region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, the CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and **SBC-13STATE** will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements.

5.3.4 For **SBC-SWBT** and **PACIFIC**, LEX is an End User interface that provides access to the ordering functions for Resale Services and UNE.

5.3.5 In **SNET**, MSAP (**SNET**'s EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs.

5.4 **Provisioning for Resale Services and UNE in SBC-SWBT:** **SBC-SWBT** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

- 5.4.1 Order Status will allow CLEC to check service order status. Order Status and Provisioning Order Status are both accessible via **SBC-SWBT** Toolbar. In addition, pending orders can be viewed in SORD.
- 5.4.2 For EDI ordering, **SBC-SWBT** will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. **SBC-SWBT** will provide CLEC with a FOC for each Resale service and UNE request.
- 5.4.3 As detailed in section 5.2.1 and 5.3.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
 - 5.4.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
 - 5.4.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
 - 5.4.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.4.3.
 - 5.4.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC issued FOC.
- 5.4.4 A file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.
- 5.5 Provisioning for Resale services and UNEs in **PACIFIC** and **NEVADA**: **PACIFIC** and **NEVADA** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders is provided via the following electronic interfaces:
 - 5.5.1 In **PACIFIC** and **NEVADA** regions, Order Status (OS) will allow CLEC to check service order status for End User basic services (resale, UNE and LNP).

Provisioning Order Status (POS) provides current service provisioning information for End User basic services (Resale and UNE). Order Status and Provisioning Order Status are both accessible via **PACIFIC** and **NEVADA** Toolbar.

5.5.2 For EDI ordering, **PACIFIC** shall provide CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. **PACIFIC** will provide CLEC with a FOC for each Resale service and UNE request.

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

5.6 **Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET:** **SBC-AMERITECH** and **SNET** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, **SBC-AMERITECH** and **SNET** provide CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. **SBC-AMERITECH** and **SNET** will provide CLEC with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 In **SBC-7STATE**, Trouble Administration (TA) system access provides CLEC with **SBC-7STATE** software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via **SBC-7STATE** Toolbar.

6.1.2 In **SBC-AMERITECH**, Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.3 In **SNET** the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products

and services, trouble history and trouble status functions are available via CCTOOLS.

- 6.1.4 In **SBC-12STATE**, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and **SBC-12STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and **SBC-12STATE** will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 **SBC-7STATE** will bill CLEC for Resold services and UNEs. **SBC-7STATE** will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum **SBC-7STATE** will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and **SBC-7STATE**.
- 7.1.1 For Resale Services in **PACIFIC**, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
- 7.1.2 For Resale Services in **SBC-AMERITECH**, CLEC may elect to receive its bill on CD.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 In **SBC-SWBT**, CLEC may receive Bill PlusTM, an electronic version of its bill, as described in, and in accordance with, **SBC-SWBT**'s Local Exchange Tariff.
- 7.2.2 In **SBC-SWBT**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC-SWBT** Toolbar.
- 7.2.3 In **SBC-7STATE**, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

- 7.2.4 In **SBC-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.
- 7.2.5 In **SBC-7STATE**, CLEC may receive Local Disconnect Report records (via CARE records) or, in **SNET** Loss Notification File (via CARE-like records), electronically, that indicate when CLEC's End Users change their Competitive Local Exchange Carrier. In **SBC-AMERITECH** this information is provided via the EDI 836 transaction set.
- 7.2.6 In **SNET**, CLEC may receive a Billing Detail File on cartridge or magnetic tape.
- 7.2.7 In **SBC-AMERITECH**, CLEC may receive a mechanized bill via the **SBC-AMERITECH** Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
 - 7.3.1 **SBC-8STATE** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill. **SBC-AMERITECH** also makes available to CLECs a local bill via the **SBC-AMERITECH** Electronic Billing System (AEBS) transaction set.
 - 7.3.2 In **SBC-SWBT**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC-SWBT** Toolbar.
 - 7.3.3 In **SBC-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 **SBC-7STATE**, CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's End Users, utilizing **SBC-7STATE**, ports, change their Competitive Local Exchange Carrier. In **SBC-AMERITECH** this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the **SBC-SWBT** region, the LRAF located in Dallas, Texas will be used. **The PRAF in Fairfield, CA handles the PACIFIC and NEVADA regions. The ARAF, located in Chicago, IL, serves SBC-AMERITECH and the SRAF in New Haven, CT, handles the SNET region.** .Connection to these **Remote Access Facilities** will be established via a “port” either through dial-up or direct connection as described in Section 8.2. 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.
- 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,” CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access “Dial-up Connections” require CLEC to provide its own modems and connection to the **SBC-SWBT** LRAF, **PACIFIC** PRAF, **AMERITECH** ARAF, and **SNET** SRAF. CLEC shall pay the cost of the call if Switched Access is used.
- 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-SWBT**, **PACIFIC**, **NEVADA**, **AMERITECH**, OR **SNET** 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 8 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 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 **Additional Responsibilities of Both Parties**

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, CLEC and **SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 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 in real time.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 **Access and Session Control**

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software And Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring And Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**SBC-13STATE** or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, CLEC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

10.3 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by **SBC-13STATE** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

10.4 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among CLEC, the CLEC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.

- 10.5 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.
- 10.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

- 11.1 For **SBC-SWBT** region only, CLEC requesting the Bill Plus™, as described in 7.2.1, agrees to pay applicable tariffed rate, less Resale discount.
- 11.2 For **SBC-7STATE**, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 11.3 For **SBC-7STATE**, CLEC requesting the Local Disconnect Report, as described in 7.2.5 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 11.4 For **SBC-13STATE**, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.
- 11.5 **SNET** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 12.1 **SBC-13STATE** shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:

12.2.1 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.

12.2.2 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.

12.2.3 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.

12.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as 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.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

13.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without

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

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS**1. INTRODUCTION**

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, **SBC-SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.6 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.7 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.8 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.
- 1.9 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC-13STATE** is limited to providing any particular manner of access. The parties'

rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. **SOLE REMEDY**

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC 13-STATE**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. **DEFINITIONS**

- 3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of **SBC-13STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which **SBC-13STATE** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for both **SBC-13STATE** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.2 Performance Measures

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

3.1.3 Non-compliance

3.1.3.1 The failure by **SBC-13STATE** to meet the Performance Criteria for

any performance measure identified as an available measurement type in Section 14.

4. SPECIFIED PERFORMANCE STANDARDS

- 4.1 **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **SBC-13STATE** or law; (iii) environmental events beyond **SBC-13STATE**'s control even though not considered "Force Majeure"; and (iv) problems associated with third-party systems or equipment including systems, equipment and services provided by Service Bureau Provider, which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **SBC-13STATE**.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

- 5.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to **SBC-13STATE** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **SBC-13STATE** agrees to pay the CLEC Liquidated Damages, subject to Section 6.1 below.

6. LIQUIDATED DAMAGES AS FORM OF REMEDY

- 6.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

7. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 7.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 14 below, when **SBC-13STATE** delivers non-complaint performance as defined in 3.1.3. In no event shall **SBC-13STATE** be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.
- 7.2 The Table of Critical Values (Section 9) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.
- 7.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.
- 7.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be $(10-8)*\$500 + \$2,500 = \$3,500$. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

8. LIQUIDATED DAMAGES; METHOD OF CALCULATION

- 8.1 **SBC-13STATE** and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each of **SBC-13STATE** and CLEC is greater than or equal to 30 for a given measurement.
- 8.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for **SBC-13STATE** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

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

Where;

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

$$M_{\text{ILEC}} = \text{ILEC Average}$$

$$M_{\text{CLEC}} = \text{CLEC Average}$$

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

$$\delta_{\text{ILEC}}^2 = \text{Calculated variance for ILEC.}$$

$$n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

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

For parity measures that are expressed as Percentages or Proportions:

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

Where;

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

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

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

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

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

$$n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

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

In the event that $P_{\text{ILEC}} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE} , of the data given the hypothesis of parity.:

$$P_{\text{FE}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \frac{\binom{n_{\text{CLEC}}}{x} \binom{n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}-x}}{\binom{n_{\text{CLEC}}+n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}}}$$

Where;

$$H_{\text{CLEC}} = P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{ILEC} = P_{ILEC} n_{ILEC}.$$

If $P_{ILEC} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$$H_{CLEC} = n_{CLEC} - P_{CLEC} n_{CLEC}$$

$$H_{ILEC} = n_{ILEC} - P_{ILEC} n_{ILEC}.$$

Of course if it is also true that $H_{CLEC} = 0$, then $P_{FE} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;

H_{CLEC} = numerator for the CLEC

H_{ILEC} = numerator for the ILEC

$N = H_{CLEC} + H_{ILEC}$

D_{CLEC} = denominator for CLEC

D_{ILEC} = denominator for ILEC

$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

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

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

Where;

$DIFF = M_{CLEC} - BM$

M_{CLEC} = CLEC Average

BM = Benchmark

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

δ_{CLEC}^2 = Calculated variance for CLEC.

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{\text{CLEC}} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

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

Where

$K = PN$

$P = \text{CLEC proportion}$

$N = \text{number of observations or samples used in CLEC measurement}$

$B = \text{benchmark expressed as a proportion}$

When low proportions designate good service, the probability of the CLEC result is given by

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

with the same definition of symbols as is given above.

8.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4)) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures. Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

9. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050

44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052
48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

10. LIMITATIONS

- 10.1 **SBC-13STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except by application of the procedure provided for under Section 11.5. Any dispute regarding whether a **SBC-13STATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.
- 10.2 **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **SBC-13STATE** or law; (iii) environmental events beyond **SBC-13STATE**'s control even

though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **SBC-13STATE** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.

- 10.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **SBC-13STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-13STATE**'s ability to timely perform the activity, the applicable time frame in which **SBC-13STATE**'s compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

11. RECORDS AND REPORTS

- 11.1 **SBC-13STATE** will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.
- 11.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 11.3 CLEC will have access to monthly reports through an interactive Website.
- 11.4 **SBC-13STATE** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 11.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.
- 11.6 **SBC-13STATE** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum

Arkansas	\$.072M
California	\$1.26M
Connecticut	\$.168M
Illinois	\$.51M
Indiana	\$.165M
Kansas	\$.101M
Michigan	\$.392M
Missouri	\$.189M
Nevada	\$.024M
Ohio	\$.296M
Oklahoma	\$.120M
Texas	\$.713M
Wisconsin	\$.158M

12. AUDITS

- 12.1 CLEC and **SBC-13STATE** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **SBC-13STATE** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **SBC-13STATE** 5 days advance written notice (including e-mail).
- 12.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.
- 12.3 CLEC will bear the expense of the mini-audits, unless **SBC-13STATE** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-13STATE** will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering

Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

13. INITIAL IMPLEMENTATION

13.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of the a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

14. PERFORMANCE MEASUREMENTS

14.1 **SBC-13STATE** will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 7.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when **SBC-13STATE** delivers non-compliant performance as defined in 3.1.3. **SBC-13STATE** will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. **SBC-13STATE** performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

**APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)**

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APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE OF TERM

- 1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.
- 1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.
- 1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.
- 1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.
- 1.5 This Appendix is intended to supercede and replace any and all Appendices, Attachments, Rate Schedules, or other sections of the underlying Interconnection Agreement that set forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC. Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.
- 1.6 The Parties agree that this Appendix also governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between ILEC and CLEC in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

2. ILEC DESIGNATIONS

- 2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern

New England Telephone Company, Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

- 2.2 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.4 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.6 SWBT-MO - As used herein, SWBT-MO means the applicable above listed ILEC doing business in Missouri.
- 2.7 SWBT-OK - As used herein, SWBT-OK means the applicable above listed ILEC doing business in Oklahoma.
- 2.8 SWBT-KS - As used herein, SWBT-KS means the applicable above listed ILEC doing business in Kansas.
- 2.9 SWBT-AR-As used herein, SWBT-AR means the applicable above listed ILEC doing business in Arkansas.
- 2.10 SWBT-TX - As used herein, SWBT-TX means the applicable above listed ILEC doing business in Texas.
- 2.11 PACIFIC - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.
- 2.12 NEVADA - As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.
- 2.13 SNET - As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.
- 3.2 For purposes of this Appendix, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:
 - a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that share a common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in SBC-12STATE, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).
- 3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one

Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

- 3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.
- 3.10 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

- 4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

5. LOCAL CALL TERMINATION

- 5.1 The compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.
- 5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Reciprocal Compensation Terminating Rates, attached hereto and incorporated by reference as if fully set forth below:
- 5.3 Tandem Serving Rate Elements:
- 5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.
- 5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
- 5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.
- 5.4 End Office Serving Rate Elements:
- 5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

- 5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.
- 5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6. NON-LOCAL CALL TERMINATION

- 6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 5. above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:
- Transit Traffic
 - Optional EAS Traffic
 - IntraLATA Interexchange Traffic
 - InterLATA Interexchange Traffic
 - 800, 888, 877, ("8yy") Traffic
 - Feature Group A Traffic
 - Feature Group D Traffic
- 6.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5. above does not apply, and that the underlying Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.
- 6.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the underlying Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

7. OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX

- 7.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.
- 7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and SWBT-OK, SWBT-KS, SWBT-AR, and SWBT-TX are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. MCA TRAFFIC -- SBC-MO

- 8.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.
- 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

9. TRANSIT TRAFFIC COMPENSATION

- 9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits an SBC-13STATE network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for SWBT-MO. The rates that SBC-13STATE shall charge for transiting CLEC traffic are outlined in Appendix Pricing.
- 9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 9.3 The CLEC shall not bill SBC-13STATE for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-13STATE is sent CPN or is not sent CPN by the originating company.
- 9.4 In those SBC-13STATEs where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where SBC-13STATE is the PTC, SBC-13STATE shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC

arrangement. Upon receipt of verifiable Primary Toll records, SBC-13STATE shall reimburse the terminating carrier at SBC-13STATE's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

- 9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX

- 10.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a SBC-SWBT one-way or two-way optional exchange and the other End User is within the SWBT-KS, SWBT-AR, and/or SWBT-TX local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all SWBT-MO, SWBT-KS, SWBT-AR, and SWBT-TX exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

11. INTRALATA 800 TRAFFIC

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

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

- 12.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 12.3 Billing to Interexchange Carriers (IXCs) and ESPs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, CLEC is the Initial Billing Company (IBC) and SBC-13STATE is the Subsequent Billing Company.
- 12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 12.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.
- 12.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When ILEC performs 800 database queries, ILEC will charge the end office provider for the database query in accordance with standard industry practices.

- 12.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 12.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. **SBC-13STATE** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, **SBC-13STATE** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 12.9 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 12.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. INTRALATA TOLL TRAFFIC COMPENSATION

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

14. BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

- 14.1 In SBC-SWBT other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:
- 14.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.
- 14.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.
- 14.4 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.
- 14.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 14.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 14.7 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 14.8 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SBC-13STATEs, SBC-13STATEs will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

15. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

- 15.1 In SBC-AMERITECH, NEVADA, PACIFIC, and SNET, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:
- 15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and
- 15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.
- 15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order.") The Parties agree that by executing this Appendix and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the ILEC's option to invoke on a date specified by ILEC the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.
- 16.2 ILEC agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.
- 16.3 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.
- 16.4 Should a regulatory agency, court or legislature change or nullify the ILEC's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among ILEC, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order

upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

- 16.6 Because of the possibilities in section 16.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among ILEC, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.
- 16.8 The parties agree to that the foregoing rates, terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.
- 16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17. ADDITIONAL TERMS AND CONDITIONS

- 17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.
- 17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between ILEC and CLEC, but that as to the Reciprocal Compensation rates, terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX RECORDING

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**APPENDIX RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Appendix)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE**, and means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, Ohio, Texas and Wisconsin.

2. DEFINITIONS

- 2.1 **“Access Usage Record (AUR)”** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System (CMDS)”** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between **SBC-13STATE** and the Billing Company.

- 2.6 **“Data Transmission”** - the forwarding by **SBC-13STATE** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Record (EMR)”** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **SBC-13STATE**’s internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point (SCP)”** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record (SCP Record)”** - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 **SBC-13STATE** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **SBC-13STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **SBC-13STATE** -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SBC-13STATE**.
- 3.2 **SBC-13STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SBC-13STATE**.
- 3.3 **SBC-13STATE** will provide access usage records that are generated by **SBC-13STATE**.

- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SBC-13STATE**, during the billing period established by **SBC-13STATE** and selected by CLEC.
- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 **SBC-13STATE** will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. **SBC-13STATE** reserves the right to limit the frequency of transmission to existing **SBC-13STATE** processing and work schedules, holidays, etc.
- 3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to CLEC except on an individual case basis at a cost determined by **SBC-13STATE**.
- 3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, **SBC-13STATE** will forward those messages to CLEC.
- 3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

- 4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage

Records (SURs) required by **SBC-13STATE** on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. **LIABILITY**

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When **SBC-13STATE** is notified that, due to error or omission, incomplete data has been provided to the CLEC, **SBC-13STATE** will make reasonable efforts to locate and/or recover the data and provide it to the CLEC at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to the CLEC. If written notification is not received within thirty (30) calendar days, **SBC-13STATE** shall have no further obligation to recover the data and shall have no further liability to the CLEC.
- 5.3 If, despite timely notification by the CLEC, message detail is lost and unrecoverable as a direct result of **SBC-13STATE** having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, **SBC-13STATE** will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, **SBC-13STATE**'s liability to the CLEC shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 **SBC-13STATE** will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by **SBC-13STATE**.
- 5.5 The CLEC agrees to defend, indemnify, and hold harmless **SBC-13STATE** from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the CLEC, its customers or end users. The CLEC shall defend against all End Users' claims just as if the CLEC had provided such service to its End Users with its own employees.

- 5.6 The CLEC also agrees to release, defend, indemnify and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by **SBC-13STATE** employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 The CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 **SBC-13STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC-13STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

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

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

management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLECCLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or access usage records to the CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. The CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **13STATE**'s internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily.)

☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE**1. INTRODUCTION**

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 1.7 As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 1.8 As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 1.9 As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 1.10 As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 1.11 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.

- 1.12 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.
- 1.13 As used herein, **AM-IL** means the applicable above listed ILEC doing business in Illinois.
- 1.14 As used herein, **AM-OH** means the applicable above listed ILEC doing business in Ohio.
- 1.15 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.
- 1.16 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.17 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.18 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.19 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.

- 2.1.1 This section applies only to **SWBT-KS**:

- 2.1.1.1 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 SWBT. SWBT will respond within 30 days of the written request to initiate a joint work

effort with the CLEC to decide a mutually agreeable implementation date not to exceed six months.

- 2.2 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.4 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
 - 3.3.1 This section applies only to **SWBT-TX**:
 - 3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, **SWBT-TX** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.

3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC-13STATE** offers such services (for example, residence service shall not be resold to business End Users).

3.4.1 CLEC may only resell special needs services” as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by **SBC-13STATE** contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by **SBC-13STATE** retail for the same “special needs service,” the End User has previously been certified as eligible for that "special needs service."

3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with an **SBC-13STATE** company, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-13STATE** tariff for any "special needs service" it resells to any End User beginning on the date that CLEC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **SBC-13STATE** retail tariff requirements.

3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with an **SBC-13STATE** company, or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with applicable **SBC-13STATE** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.2 This section applies only to **SBC-SWBT: AM-WI, AM-OH and AM-IN**

3.4.2.1 CLEC may only resell **SBC-SWBT, AM-WI, AM-OH and AM-IN low income assistance services, e.g.** LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.2.2 When the End User is currently receiving **SBC-SWBT, AM-WI, AM-OH and AM-IN** LifeLine and/or Link-Up benefit, the existing **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR will carry the appropriate service indicator. CLEC may view this indicator on the **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR.

3.4.2.3 If the indicator described in Section 3.4.2.2 is present on the End User's current retail **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-SWBT, AM-WI, AM-OH and AM-IN** tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that CLEC submits any order relating to that service. This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **SBC-SWBT, AM-WI, AM-OH and AM-IN** retail tariff requirements.

3.4.2.4 If the indicator described in Section 3.4.2.2 is not present on the CSR for the End User's current retail account with **SBC-SWBT, AM-WI, AM-OH and AM-IN** or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable **SBC-SWBT, AM-WI, AM-OH and AM-IN** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.3 This section applies only to **PACIFIC, SNET** and **SBC- AM-IL**:

3.4.3.1 **PACIFIC**, **SNET** and **SBC-AM-IL** LifeLine and Link-Up services are not available for resale.

3.4.3.2 When an End User is currently receiving **PACIFIC**, **SNET** or **SBC-AM-IL** LifeLine or Link-Up service, the existing **PACIFIC**, **SNET** or **SBC-AM-IL** Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

3.4.3.3 CLEC may obtain LifeLine or Link-Up indicator data from **PACIFIC**, **SNET** or **SBC-AM-IL** 's existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

3.4.3.3.1 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.3.4 If no **PACIFIC**, **SNET** or **SBC-AM-IL** LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by **PACIFIC**, **SNET** or **SBC-AM-IL**.

3.4.4 This section applies only to **NEVADA**:

3.4.4.1 **NEVADA low income assistance services, e.g.**, LifeLine and Link-Up services are available for resale for a maximum period of 90 days from contract approval date. 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 its own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 When an End User is currently receiving **NEVADA** LifeLine or Link-Up service, the existing **NEVADA** Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

3.4.4.3 CLEC may obtain LifeLine or Link-Up indicator data from **NEVADA**'s existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

3.4.4.4 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.

3.4.4.5 If no **NEVADA** LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by **NEVADA**.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to **NEVADA** and **SWBT-MO**:

3.5.2.1 **NEVADA** and **SWBT-MO** promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.3 This section applies only to **PACIFIC**, **SBC-AMERITECH**, **SNET**, **SWBT-AR** and **SWBT-OK**:

3.5.3.1 **PACIFIC**, **SBC-AMERITECH**, **SNET**, **SWBT-AR** and **SWBT-OK** promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.4 This section applies only to **SWBT-KS**:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount (21.6%, 19.5%, 30.5% or 19.0%) will be applied to those promotions of ninety-one (91) days or more.

3.5.5 This section applies only to **SWBT-TX**:

3.5.5.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE**'s corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such

resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.

- 3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC-13STATE** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is

greater. Should CLEC dispute the stated violation, CLEC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC-13STATE** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 **SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

3.14 This section applies only to **SWBT-KS** and **SWBT-TX**:

3.14.1 CLEC may convert current **SWBT-KS** and **SWBT-TX** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas or Texas, and

3.14.2 **SWBT-KS** and **SWBT-TX** and any other reseller of **SWBT-KS** or **SWBT-TX** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Kansas or Texas.

3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SWBT-KS** or **SWBT-TX** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.

3.14.4 Responsibilities of CLEC in connection with 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 **SWBT-KS** or **SWBT-TX** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas for customer specific pricing plan contracts and at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas for tariffed volume and term contracts.

3.14.4.2 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is

converted to **SWBT-KS** or **SWBT-TX** or any other local service provider reselling **SWBT-KS** or **SWBT-TX** local service.

3.14.4.3 If another reseller of **SWBT-KS** or **SWBT-TX** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that **SWBT-KS** or **SBC-TX** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SWBT-KS** or **SWBT-TX** in connection with any conversion by another reseller of **SWBT-KS** or **SWBT-TX** local service of any CLEC End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of **SWBT-KS** and **SWBT-TX** in connection with CSP Contract Conversions

3.14.5.1 **SWBT-KS** or **SWBT-TX** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

3.14.5.2 **SWBT-KS** or **SWBT-TX** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **SWBT-KS** or **SWBT-TX**.

3.14.5.3 **SWBT-MO** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15 This section applies only to **SBC-AMERITECH**:

3.15.1 **SBC-AMERITECH** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **AM-IL** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 **AM-MI** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.

3.15.2.3 **AM-OH**, and **AM-WI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 **AM-IN** 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 docket.

3.15.2.5 **SBC-AMERITECH** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If CLEC elects to terminate a **SBC-AMERITECH** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. **ANCILLARY SERVICES**

4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by SWBT, CLEC shall provide **SBC-13STATE** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration.

4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.

4.5 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-13STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-13STATE**'s subscribers during the annual delivery of newly published directories. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, CLEC may provide to **SBC-13STATE** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, **SBC-13STATE** will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.

4.5.1 If CLEC's End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that

End User until new White Pages directories are published for that End User's location.

- 4.6 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance services. CLEC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.
- 4.7 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-13STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 4.8 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than **SBC-8STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.
- 4.9 Except where expressly stated the terms and conditions for including CLEC End User listings in **SBC-AMERITECH** White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of. **SBC-AMERITECH**.
- 4.10 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.11 **SBC-13STATE** shall also offer CLEC the opportunity to customize route its End Users' DA/OS calls where technically feasible. CLEC must have dedicated transport

at each End Office where customized routing is requested. CLEC agrees to pay **SBC-13STATE** appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

4.12.1 CLEC may provide certain local Telecommunications Services to payphone service providers (“PSPs”) for PSPs’ use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC-13STATE**’s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**’s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as “Payphone Lines.” In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of CLECs that resell **SBC-13STATE**’s services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as “Payphone Compensation.”

4.12.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.

4.12.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:

4.12.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and

4.12.3.2 IntraLATA calls placed using **SBC-13STATE**’s prepaid calling card platform and carried by **SBC-13STATE**.

4.12.4 **SBC-13STATE** will not pay any Payphone Compensation for non-sent paid calls.

4.12.5 **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC’s PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if

SBC-13STATE deems it necessary to investigate a call or calls for possible fraud.

- 4.12.6 **SBC-13STATE** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC-13STATE** will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.
- 4.12.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 4.12.8 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC-13STATE** offers pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.
- 4.12.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC-13STATE** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.
- 4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:
- 4.12.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by CLEC.

4.13 Suspension of Service

4.13.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.13.2 **SBC-13STATE** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

4.13.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

4.13.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.13.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. **BRANDING**

5.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall CLEC state or imply

that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's customers.

5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:

5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

5.2.2 Where **SBC-13STATE** provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since **SBC-13STATE**'s DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.

5.2.3 CLEC agrees and warrants that it will provide to **SBC-13STATE** a name to be used for branding covered by this Appendix that matches the name in which CLEC is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

5.3.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

5.3.1.1 **SBC-SWBT** and **SNET** - CLEC will provide written specifications of its company name to be used by **SBC-SWBT** or **SNET** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the OSQ.

5.3.1.2 **PACIFIC/NEVADA** - CLEC will provide recorded announcement(s) of its company name to be used to brand CLEC's OS/DA calls in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

5.3.1.3 **SBC-AMERITECH** – CLEC will provide written specifications of its company name to be used by **SBC-AMERITECH** to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

5.4 Branding Load Charges:

5.4.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the “OTHER (Resale)” category.

5.4.2 **PACIFIC/NEVADA/SNET** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to branding announcement. This charge is set forth in Appendix Pricing under the “OTHER (Resale)” category.

6. **OS/DA RATE/REFERENCE INFORMATION**

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

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

6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC’s OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC’s OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the “OTHER (Resale)” category.

6.4 When an **SBC-13STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-13STATE** will quote the applicable OS/DA rates as provided by the CLEC.

6.4.1 **PACIFIC/NEVADA/SBC-AMERITECH** – In the interim, when a Operator receives a rate request from a CLEC End User, **PACIFIC/NEVADA/SBC-AMERITECH** will transfer the CLEC End User to a customer care number specified by the CLEC on the OSQ. When **PACIFIC/NEVADA/SBC-AMERITECH** has the capability to quote specific CLEC rates and reference information, the Parties agree that the transfer option will be eliminated.

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

7.1 **SBC-13STATE** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **SBC-13STATE** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.

7.2 **SBC-13STATE** shall implement CLEC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.

7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

- 7.4 **SBC-13STATE** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify CLEC of any changes in the terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.
- 7.5.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.
- 7.6 CLEC's End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.
- 7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify

SBC-13STATE against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.7 This section applies only to **PACIFIC**:

7.7.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service (“TARS”) is a service that monitors traffic patterns associated with a CLEC’s resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **PACIFIC**’s TARS. In providing TARS to CLEC, **PACIFIC** notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that **PACIFIC** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **PACIFIC** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **PACIFIC** grants to CLEC a non-exclusive right to use the information provided by **PACIFIC**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the “OTHER (Resale)” category listed as “Traffic Alert Referral Service.”

7.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. **PACIFIC** takes no responsibility, will not investigate, and will make no adjustments to CLEC’s account(s) in cases of fraud or any other related End User dispute.

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **PACIFIC** shall

not be liable for any damages to CLEC or to any other person or entity for **PACIFIC**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **PACIFIC** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of **PACIFIC**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **PACIFIC** or its employees.

7.8 This section applies only to **PACIFIC**:

7.8.1 **PACIFIC** will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, **PACIFIC** will provide a recorded announcement of the CLEC name and number and **PACIFIC** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **PACIFIC** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SBC-13STATE** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in an FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.1 **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.

8.2.2.1 The following applies to **AM-MI** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.

8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC-13STATE**, on behalf of 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 as long as CLEC submitted and **SBC-13STATE** properly processed the appropriate blocking orders..
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that CLEC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 CLEC will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX SS7

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APPENDIX SS7
APPENDIX FOR THE PROVISION OF SS7 SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.9 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

2. **SERVICE DESCRIPTION**

- 2.1 **SNET** does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between **SNET** and CLEC will be on an individual case basis (ICB) due to the individual architectures of both CLEC and **SNET** signaling networks and unique requirements of the individual parties.

2.2 **SS7 Transport**

- 2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the **SBC-12STATE** below outlines the requirements by for interLATA signaling.

- 2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an **SBC-7STATE** pair of STPs (i.e., a mated pair) to another **SBC-7STATE** pair of STPs. In the **SBC-AMERITECH**, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a **SBC-AMERITECH** pair of designated Gateway STPs (i.e., a mated pair) to another **SBC-AMERITECH** pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with the CLEC and controls which messages may be allowed by the **SBC-12STATE** STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

- 2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of **SBC-12STATE**'s STP.

2.3 **Dedicated Signaling Links**

- 2.3.1 Dedicated Signaling Links provide interconnection to **SBC-12STATE**'s signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the **SBC-12STATE** STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are at **SBC-7STATE**'s STP, an **SBC-7STATE** serving wire center or are collocated in an **SBC-12STATE** wire center. In the **SBC-AMERITECH** the SPOI is always collocated in the **SBC-AMERITECH** STP serving office. This means of collocation is required in the **SBC-AMERITECH** for access to the **SBC-AMERITECH** STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the **SBC-12STATE** STP to which the link is connected. Dedicated Signaling Links are available to CLECs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.
- 2.4 Dedicated Signaling Links include the following elements:
- 2.4.1 SS7 Link Cross Connect
- 2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the **SBC-12STATE** STP building and connects the STP Port Termination to the CLEC SPOI.
- 2.4.2 STP Port Termination
- 2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an **SBC-12STATE** STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a **SBC-12STATE** STP.
- 2.4.3 STP Access Link
- 2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP building location.
- 2.5 The CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the **SBC-12STATE** STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

- 2.6 CLEC shall identify to **SBC-12STATE** the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location **SBC-12STATE** shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.
- 2.7 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.
- 2.8 Dedicated Signaling Links are subject to **SBC-12STATE** compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and **SBC-12STATE** Technical Publication, TP76638. In the **SBC-AMERITECH** Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In **SBC-2STATE** PUB L-780023-**SBC-2STATE** may be substituted for TP76638 and first interconnections to **PACIFIC**'s signaling network per CLEC and per signaling point type of equipment will require completion of **PACIFIC**'s CCS/SS7 interconnection questionnaire. Each individual set of links from CLEC switch to **SBC-12STATE** STP will require a pre ordering meeting to exchange information and schedule testing for certification by **SBC-12STATE**.
- 2.9 Dedicated Signaling Links Technical Requirements
- 2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:
- 2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and
- 2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.
- 2.9.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of an **SBC-12STATE** dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

- 2.9.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the **SBC-12STATE** SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.
- 2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. **SBC-12STATE** will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.
- 2.9.5 When CLEC requests that **SBC-12STATE** add a Signaling Point Code (SPC), CLEC will identify to **SBC-12STATE** the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, “Point Code Addition”. This rate element will not apply in **SBC-2STATE**.
- 2.9.6 CLEC will notify **SBC-12STATE** in writing thirty (30) days in advance of any material change in CLEC’s use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

- 2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.
- 2.10.2 Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by **PACIFIC**’s signaling network, excluding messages to and from an **SBC-7STATE** local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with CLEC set of links will be routed to CLEC.
- 2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a **SBC-12STATE** designated STP pair to a **SBC-12STATE** STP pair located in a different LATA. In the **SBC-AMERITECH** this arrangement will only be provided for STPs located in the same state. In the **SBC-7STATE**, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In the **SBC-AMERITECH** the Signal Switching and Signal Transport rates

will apply to ISUP and TCAP messages. In the **SBC-2STATE**, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the **SBC-2STATE** network to a third party without requiring a trunking connection by a third party with **SBC-2STATE**.

- 2.10.4 In such instance as CLEC utilizes **SBC-12STATE**'s Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the **SBC-12STATE** SS7 signaling on a per call basis.

2.11 STP Technical Requirements

- 2.11.1 STPs will provide signaling connectivity to the following network elements connected to the **SBC-12STATE** SS7 network: **SBC-12STATE** Local Switching or Tandem Switching; **SBC-12STATE** Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

- 2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the **SBC-12STATE** STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the **SBC-12STATE** SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests **SBC-12STATE** add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

- 2.12.1 **SBC-12STATE** will provide STP interfaces to terminate A-links, B-links, and D-links.
- 2.12.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-12STATE** STPs.
- 2.12.3 **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-SWBT** STPs.

3. MANNER OF PROVISIONING

- 3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.
- 3.2 SS7 Transport
- 3.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the **SBC-12STATE** STPs. **SBC-12STATE** shall provide information to CLEC on the routes and signaling point codes served by the **SBC-12STATE** STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.
- 3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the **SBC-12STATE** “regional” STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a **SBC-12STATE** “regional” STP pair to another **SBC-12STATE** STP pair.
- 3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which **SBC-12STATE** has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When **SBC-12STATE** does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other **SBC-12STATE** pairs of STPs, until ordered. When **SBC-12STATE** or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the **SBC-12STATE** signaling network pursuant to the standard requirements of the SS7 protocol.
- 3.3 Disputes concerning the association of a signaling point among specific link sets associated with a **SBC-12STATE** mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.
- 3.4 Dedicated Signaling Links
- 3.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to **SBC-12STATE** to allow **SBC-12STATE** to translate **SBC-12STATE** STPs. The information shall define the screening and routing information for the signaling point codes of

CLEC and may include global title address, translation type and subsystem designations as needed.

- 3.4.2 Signaling links from **SBC-12STATE** mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:
 - 3.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
 - 3.4.2.2 "B" Link Sets from CLEC's STPs that are connected to **SBC-12STATE**'s mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)
- 3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.
- 3.4.4 A pre-order meeting will define the **SBC-12STATE** facility availability and the degree of diversity in both the **SBC-12STATE** physical network and the CLEC physical network from signaling point to signaling point for the link.
- 3.4.5 When CLEC requires a STP Access Link, CLEC and **SBC-12STATE** shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.
- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of **SBC-12STATE**'s interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. **SBC-12STATE** makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-**SBC-12STATE** signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with **SBC-7STATE** TP76638 **SBC-AMERITECH** AM-TR-OAT-000069 and GR-905-CORE, as amended or **SBC-2STATE** PUB L780023-**SBC-2STATE**.

3.5 Use of the STP

3.5.1 When CLEC orders **SBC-12STATE** unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The **SBC-12STATE** Local Switch will use the **SBC-12STATE** SS7 signaling network.

4. **RESPONSIBILITIES OF SBC-12STATE**

4.1 **SBC-12STATE** shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of **SBC-12STATE** or CLEC facilities, natural disasters, mass calling or national security demands.

4.2 **SBC-12STATE** shall determine the GTT route for messages routed to GTT, which are associated with **SBC-12STATE** signaling points.

4.3 **SBC-12STATE** shall define regional functions and local functions of its STPs. **SBC-12STATE** will route ISUP messages within the **SBC-12STATE** signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

4.4 **SBC-12STATE** shall route messages generated by the action of CLEC throughout the **SBC-12STATE** signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. **SBC-12STATE** will not use any information within messages for any purpose not required by or related to the use of the **SBC-12STATE** signaling network. **SBC-12STATE** will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the **SBC-12STATE** signaling network or as may be required by law.

5. **RESPONSIBILITIES OF CLEC**

5.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to **SBC-7STATE**'s STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to **SBC-12STATE** the SPC(s) associated with the CLEC set of links.

- 5.2 CLEC shall identify to **SBC-12STATE** the GTT information for messages that route to CLEC.
- 5.3 When routing messages addressed to an **SBC-12STATE** Subsystem Number (SSN), CLEC shall use the **SBC-12STATE** defined SSN designation of the **SBC-12STATE** mated STP pair to which the message is routed.
- 5.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the **SBC-12STATE** signaling network.
- 5.5 CLEC shall furnish to **SBC-12STATE**, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. **SBC-12STATE** shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 CLEC shall inform **SBC-12STATE** in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to **SBC-12STATE**'s network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. BONAFIDE REQUEST PROCESS

- 6.1 Any request for SS7 service not addressed within this Appendix may be submitted to **SBC-12STATE** via the Bonafide Request ("BFR") process set forth in Appendix UNE.

7. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH

- 7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an **SBC-AMERITECH** end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.
- 7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC

established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

7.3 Signal Formulation

7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the **SBC-AMERITECH** tandem for CLEC to **SBC-AMERITECH** terminated calls.

7.4 Signal Transport

7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the **SBC-AMERITECH** end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the **SBC-AMERITECH** end office (excluding LIDB and 800 Access Service).

7.5 Signal Switching

7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

7.6 Signal Tandem Switching

7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an **SBC-AMERITECH** STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

8. DESCRIPTION OF RATE ELEMENTS SBC-7STATE

8.1 The following rate elements apply to **SBC-7STATE** SS7 Service:

8.2 SS7 Transport

8.2.1 SS7 Transport shall be measured per octet of information screened and routed.

8.2.2 CLEC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional **SBC-7STATE** STP pair. A usage rate applies per octet generated by action of CLEC.

8.2.3 SS7 Transport is not available in the **SBC-2STATE**.

8.3 Dedicated Signaling Links

8.3.1 SS7 Link Cross Connect

8.3.1.1 CLEC shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis.

8.3.2 STP Port Termination

8.3.2.1 CLEC shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the **SBC-7STATE** STP. One STP Port Termination must be installed at **SBC-7STATE**'s interconnecting STP for each Dedicated Signaling Link.

8.3.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

8.3.3 STP Access Link

8.3.3.1 CLEC shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

8.4 Signaling Point Code Addition

8.4.1 CLEC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a **SBC-7STATE** STP. CLEC shall pay a nonrecurring charge per SPC established at each STP.

8.5 Global Title Translation (GTT) Addition

8.5.1 CLEC shall pay the GTT Addition rate element for the establishment of CLEC's GTA, translation type or subsystem information in the **SBC-7STATE** STP translations. CLEC shall pay a nonrecurring charge per GTT established at each STP.

8.6 Use of the STP Per Call

8.6.1 CLEC shall pay the Use of the STP Per Call rate element for Use of the **SBC-7STATE** STP. The rate shall apply for each call originated by CLEC subscribers using the **SBC-7STATE** Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

8.6.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when CLEC uses the **SBC-7STATE** Local Switching network element.

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

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

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

C

APPENDIX FOR ACCESS
TO SBC COMMUNICATION INC.'S STRUCTURE
(POLES, CONDUITS, AND RIGHTS OF WAYS)

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13-STATE STRUCTURE ACCESS AGREEMENT
TO POLES, CONDUITS, AND RIGHTS-OF-WAY

This Agreement dated _____, 2001, is made by and between the “Parties,” identified as SBC Communications Inc. (covering Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin), hereinafter referred to as “SBC,” and BitWise Communications, Inc. (CLEC), an Illinois corporation, hereinafter referred to as “Attaching Party”.

This Agreement shall apply to the state of: Illinois.

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin. SBC will be used throughout this document in lieu of **SBC-13STATE**.
- 1.4 As used herein, **PACIFIC** means the ILEC doing business in California.

2. DEFINITIONS

- 2.1 Definitions in general. As used in this Agreement, 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 Agreement, 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 Agreement, 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 Agreement, 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 Agreement, 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 Agreement, 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 Agreement, 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 Agreement, “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 AGREEMENT

3.1 This Agreement establishes the rates, terms, conditions, and procedures by which SBC-13STATE shall provide non-discriminatory access to SBC-13STATE’s Structure. Separate tariffs, 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 Agreement:

3.1.1 SBC-13STATE’s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from SBC-13STATE’s central offices;

3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by SBC-13STATE; and

- 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by ~~SBC-13STATE~~ from third-party property owners for purposes other than to house cables and other equipment in active service as part of ~~SBC-13STATE~~'s network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, 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 Agreement, or any occupancy permit subject to this Agreement, 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 Agreement shall be effective as of the _____ day of _____, 2001, or, if this Agreement has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the parties, the date of approval by the State Commission of the interconnection agreement, whichever date first occurs.
- 4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Agreement is entered into as a part of an Interconnection Agreement, this Agreement shall terminate upon the termination of the Interconnection Agreement of which this is apart.
- 4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in

the same fashion as the Interconnection Agreement renews, if a part of the Interconnection Agreement.

- 4.4 Elective Termination. Either party may terminate this Agreement 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 Agreement 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 Agreement.
- 4.6 Effect of Elective Termination. Elective termination of this Agreement by Attaching Party, as permitted under Section 4 of this Agreement, shall not affect Attaching Party's liabilities and obligations incurred under this Agreement 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 Agreement. Elective termination of this Agreement 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 Agreement. This Agreement, together with the interconnection agreement, if any, of which this Agreement is a part, and the Guidelines for Access to SBC-13STATE Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties.
- 5.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and SBC-13STATE relating to the placement and maintenance of Attaching Party's facilities on and within SBC-13STATE's poles, ducts, and conduits within this State.

- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.
- 5.5 Multiple Counterparts. This Agreement may be executed in multiple counterparts.
- 5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.
- 5.7 Force Majeure. Except as otherwise specifically provided in this Agreement, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.
- 5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.
- 5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Agreement 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 Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

SBC-13STATE MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

In the event that this agreement is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this agreement.

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 Agreement or any breach by the indemnified party of the parties’ interconnection agreement, if any;
 - 8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party’s behalf;
 - 8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party’s behalf; or
 - 8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party’s behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 8.3 Workplace Injuries. Except as expressly provided in this Agreement 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 Agreement 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 Agreement 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 Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Agreement, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.
- 8.11 **SBC-13STATE**'s General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SBC-13STATE**'s enforcement of its rights against Attaching Party pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement 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 Agreement, 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 9.5 of this Agreement, 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 9.5. 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 Agreement.

- 9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.
- 9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to **SBC-13STATE** poles, or is occupying **SBC-13STATE** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Agreement.
- 10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 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 Agreement 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 Agreement; 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 Agreement.

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 Agreement 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 Agreement, 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 agreement with SBC-13STATE for access to SBC-13STATE Structures and abide by the terms and conditions of such an Occupancy Permit.

11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to SBC-13STATE prior to submitting a request for access to structure.

11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party.

11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.

11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without SBC-13STATE's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Agreement, subject to the express terms of this Agreement. 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 Agreement 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 Agreement. Notwithstanding any provisions of this Agreement 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 Agreement and all occupancy permits subject to this Agreement shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to SBC-13STATE's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of SBC-13STATE's poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Agreement 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 Agreement, all company-specific and

customer-specific information submitted by Attaching Party to SBC-13STATE in connection with this Agreement (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 Agreement 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 Agreement and the Administrative Guide.

- 16.1.1 **SBC-PACIFIC ONLY-** In addition to the terms and conditions included in this Appendix, **SBC-PACIFIC** shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.

- 16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

- 16.2.1 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 Agreement, 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 Agreement. 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-13~~STATE, the pole, duct, and conduit space selected and/or approved by ~~SBC-13~~STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **PACIFIC:** The pole, duct, and conduit space selected and/or approved by ~~SBC-13~~STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **PACIFIC** only as detailed by the California Public Utility Commission.

19.2.3 ~~SBC-13~~STATE 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-13~~STATE 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-13~~STATE record if ~~SBC-13~~STATE has not occupied such assigned space within such 12 month period.

19.2.4 **PACIFIC:** Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date- and time-stamped on receipt.

20. **ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)**

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to ~~SBC-13~~STATE Structure, ~~SBC-13~~STATE 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-13~~STATE 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-13~~STATE will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

- 20.2 If access is granted the response will further advise Attaching Party in writing of:
- 20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare ~~SBC-13STATE~~'s Structure, and
- 20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.
- 20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either
- 20.3.1 submit payment for the estimate authorizing ~~SBC-13STATE~~ or its contractor to complete the make-ready work; or
- 20.3.2 advise ~~SBC-13STATE~~ of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with ~~SBC-13STATE~~'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by ~~SBC-13STATE~~ or ~~SBC-13STATE~~'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of ~~SBC-13STATE~~'s Structures or interferes with any existing use of ~~SBC-13STATE~~'s facilities or the facilities of any Other User.
- 20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to ~~SBC-13STATE~~'s poles or occupying space in ~~SBC-13STATE~~'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in ~~SBC-13STATE~~'s poles, ducts, ,conduits and rights of ways.
- 20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a

preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to ~~SBC-13STATE~~ for the use of such additional capacity. If ~~SBC-13STATE~~ utilizes additional space or capacity created at Attaching Party's expense, ~~SBC-13STATE~~ will reimburse Attaching Party on a pro-rata basis for ~~SBC-13STATE~~'s share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. ~~SBC-13STATE~~ will notify the Attaching Party if any entity, including ~~SBC-13STATE~~, attaches facilities to additional capacity on ~~SBC-13STATE~~'s Structure created at the Attaching Party's expense. ~~SBC-13STATE~~ shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

- 20.7 If Attaching Party utilizes space or capacity on any ~~SBC-13STATE~~ Structure created at ~~SBC-13STATE~~'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of ~~SBC-13STATE~~'s capacity creation costs.
- 20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, ~~SBC-13STATE~~ will issue an occupancy permit confirming that Attaching Party may attach specified facilities to ~~SBC-13STATE~~'s Structure.
- 20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by ~~SBC-13STATE~~ or Other User.
- ***PACIFIC** only: Space assignment shall not exceed nine (9) months in California.
- 20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by ~~SBC-13STATE~~ to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to ~~SBC-13STATE~~'s

poles and the placement of such facilities in **SBC-13STATE**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

- 21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this 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 60 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **SBC-13STATE** will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

- 25.1.1 Nothing contained in this Agreement 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 Agreement, 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 Agreement, 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 Agreement, 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 Agreement, 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 Agreement.

- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Agreement, Attaching Party shall acknowledge receipt of the notice and submit to **SBC-13STATE**, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If **SBC-13STATE** approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to **SBC-13STATE** for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Agreement. 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 Agreement or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from **SBC-13STATE**'s poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **SBC-13STATE** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by **SBC-13STATE** of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **SBC-13STATE**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SBC-13STATE** or another Other User, and shall pay **SBC-13STATE** for all costs incurred by **SBC-13STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

- 27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, SBC-13STATE shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, SBC-13STATE may, at SBC-13STATE's option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of SBC-13STATE's Facilities. No act or failure to act by SBC-13STATE with regard to any unauthorized attachment or occupancy or unauthorized use of SBC-13STATE's Structure shall be deemed to constitute a ratification by SBC-13STATE of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 28.1 When Applicant no longer intends to occupy space on a SBC-13STATE pole or in a SBC-13STATE duct or conduit, Applicant will provide written notification to SBC-13STATE that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from SBC-13STATE's Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to SBC-13STATE's manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from SBC-13STATE's Structure.

- 28.2 At ~~SBC-13STATE~~'s request, Attaching Party shall remove from ~~SBC-13STATE~~'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to ~~SBC-13STATE~~ that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in ~~SBC-13STATE~~'s Structure.
- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from ~~SBC-13STATE~~'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from ~~SBC-13STATE~~'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in ~~SBC-13STATE~~'s Structure would cause a forfeiture of the rights of ~~SBC-13STATE~~ to occupy the property where such Structure is located, ~~SBC-13STATE~~ will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. ~~SBC-13STATE~~ will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of ~~SBC-13STATE~~'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by ~~SBC-13STATE~~; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from ~~SBC-13STATE~~'s Structure in accordance with the provisions of Sections 28.1-28.6 of this Agreement, ~~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 Agreement 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 Agreement. 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 Agreement, (2) terminate this Agreement, 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 Agreement.
- 30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to SBC-13STATE adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing SBC-13STATE 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim or demand is made on SBC-13STATE by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, SBC-13STATE may require, in addition to any security provided under Section 30.1 of this Agreement, that Attaching Party execute payment or performance bonds, or provide such other security, as SBC-13STATE may deem reasonable or necessary to protect SBC-13STATE from any such lien, claim or demand.

31. NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

If to Attaching Party:

Name: Michael Shuler

Title: Chief Technical Officer

Firm: BitWise Communications, Inc.

Address: 1301 Pioneer Parkway

City/State/Zip:Peoria, IL 61615

If to SBC:

Name: Contracts Administration

Title: Notices Manager

Firm: SBC Communications, Inc.

Address: 311 S. Akard, 9th Floor

City/State/Zip: Dallas, Texas 75202-5398

- 31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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

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

SBC COMMUNICATIONS, INC.

By:

Signature of SBC's Authorized Officer/Employee

Name of SBC's Authorized Officer/Employee (Printed or Typed)

Position/Title of SBC's Authorized Officer/Employee

Date

City and State of Execution by SBC

Attaching Party's Name (Printed or Typed)

Signature of Attaching Party's Authorized Officer/Employee

Name of Authorized Officer/Employee (Printed or Typed)

Position/Title of Authorized Officer/Employee

Date

City and State of Execution by Attaching Party

APPENDIX UNE

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**APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)**

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple **SBC-13STATE** UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from **SBC-13STATE**. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **SBC-13STATE**'s network. **SBC-13STATE** has no obligation under the Act to combine UNEs. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which **SBC-13STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 **SBC-13STATE** has no obligation to provide access to any Unbundled Network Element, or to provide terms and conditions associated with any Unbundled Network Element, other than expressly set forth in this Agreement.
- 1.6 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.7 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.10 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.11 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 1.12 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.13 **NEVADA** -As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.14 **SNET** -As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. **TERMS AND CONDITIONS**

- 2.1 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).
- 2.2 **SBC-13STATE** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):
 - 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

- 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);
- 2.2.4 In a manner that allows access to the facility or functionality of a requested Unbundled Network Element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR Section 51.313(b)).
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).
- 2.3 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 **SBC-13STATE** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.
- 2.8 **SBC-13STATE** will not connect to or combine UNE's with any non-251 (c)(3) or other **SBC-13STATE** service offerings with the exception of tariffed Collocation services.
- 2.9 Provisioning/Maintenance of Unbundled Network Elements
- 2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to UNEs where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, **SBC-13STATE** may agree to provide UNEs, through the Bona Fide Request (BFR) process.
- 2.9.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.
- 2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.
- 2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 2.9.5 CLEC's use of any **SBC-13STATE** UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-**

13STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.

2.9.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility based service using any **SBC-13STATE** provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided UNEs is converted to a different CLEC's service which also uses any **SBC-13STATE** provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.9.8 Unbundled Network Elements may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its End Users.

2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of **SBC-13STATE**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which **SBC-13STATE** agrees to provide CLECs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which **SBC-13STATE** makes these methods available. These methods provide CLEC access to multiple **SBC-13STATE** UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested **SBC-13STATE** Central Office.

3.1.1.1 (Method 1)

SBC-13STATE will extend **SBC-13STATE** UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

SBC-13STATE will extend **SBC-13STATE** UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** UNEs to the CLEC's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property.

- 3.2 The following terms and conditions apply to all methods when **SBC-13STATE** provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:
- 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **SBC-13STATE** will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
- 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **SBC-13STATE** Central Office space and equipment.
- 3.2.3 The CLEC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying **SBC-13STATE**'s Central Office up to the date of cancellation.
- 3.2.4 CLECs may elect to access **SBC-13STATE**'s UNEs through Physical Collocation arrangements.
- 3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.2.6 CLEC shall refer trouble sectionalized in the **SBC-13STATE** UNE to **SBC-13STATE**.
- 3.2.7 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
- 3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

- 3.2.9 All tools, procedures, and equipment used by CLEC to connect to **SBC-13STATE**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 3.2.10 CLEC shall be responsible for CLEC's personnel observing **SBC-13STATE**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **SBC-13STATE** for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on **SBC-13STATE**'s premises, CLEC shall immediately comply with such request. Such person shall leave **SBC-13STATE**'s premises promptly, and CLEC shall not furnish such person again to perform work on **SBC-13STATE**'s premises without **SBC-13STATE**'s consent.
- 3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **SBC-13STATE** premises and/or facilities. **SBC-13STATE** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to CLEC employees with such identification.
- 3.2.12 CLEC shall designate each Unbundled Network Element being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.
- 3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
- 3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB).

3.2.15.2 **SBC-13STATE** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **SBC-13STATE** will ensure that the first CLEC obtaining Access to UNEs in an **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 **SBC-13STATE** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the building.

4.* ADJACENT LOCATION

4.1* This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which **PACIFIC** offers the Adjacent Location Method.

4.2* The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a **PACIFIC** Central Office as identified by **PACIFIC**. Under this method **PACIFIC** UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.

4.3* This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. The CLEC shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).

4.4* The CLEC will obtain all necessary rights of way, easements, and other third party permissions.

4.5* The following terms and conditions apply when **PACIFIC** provides the adjacent location:

4.5.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 4.6* The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 4.7* The CLEC will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where CLEC requests connection.
- 4.8* The CLEC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.
- 4.9* The CLEC should refer any sectionalized trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.
- 4.10* The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **PACIFIC** (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.
- 4.11* In order for **PACIFIC** to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. **PACIFIC** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.
- 4.12* The CLEC will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.
- 4.13* The CLEC will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in the CLEC's facility.
- 4.14* **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

4.15* Prior to **PACIFIC** providing the Adjacent Location Method in this Appendix, the CLEC and **PACIFIC** shall provide each other with a single point of contact for overall coordination.

4.16* The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

5. **BONA FIDE REQUEST**

5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the **SBC-SWBT**, **SBC-AMERITECH** and **NEVADA** Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the **SNET** Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the **PACIFIC** Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a “Business Day” means Monday through Friday, excluding Holidays observed by **SBC-13STATE**.

5.2 **ITEM I**

SBC-SWBT, **SBC-AMERITECH**, **NEVADA** **Bona Fide Request Process**

5.2.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** to provide CLEC access to an additional or new, undefined UNE, (a “Request”), that is required to be provided by **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.

5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook, if one of the Parties is **SBC-SWBT**, **NEVADA**, **SNET** and (ii) TCNet.ameritech.com, if one of the Parties is **SBC-AMERITECH**. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the

location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

5.2.4 CLEC is responsible for all costs incurred by **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** for its costs incurred to complete the Preliminary Analysis of the BFR:

5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA**'s preliminary evaluation costs, in which case **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or

5.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).

5.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

5.2.7 **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** will acknowledge receipt of

the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges

that the time intervals set forth in this Appendix begins once **SBC-SWBT, SBC-AMERITECH, NEVADA** has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.

- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide to CLEC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request to CLEC or (ii) advise CLEC that **SBC-SWBT, SBC-AMERITECH, NEVADA** will not offer the Request. If **SBC-SWBT, SBC-AMERITECH, NEVADA** indicates it will not offer the Request, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by **SBC-SWBT, SBC-AMERITECH, NEVADA** under the Act and/or, iii) that the BFR is not the correct process for the request.
- 5.2.9 If the Preliminary Analysis indicates that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC-SWBT, SBC-AMERITECH, NEVADA** to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC’s written authorization to develop the BFR Quote must be received by **SBC-SWBT, SBC-AMERITECH, NEVADA** within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **SBC-SWBT, SBC-AMERITECH, NEVADA** all demonstrable costs as set forth above. Any request by CLEC for **SBC-SWBT, SBC-AMERITECH, NEVADA** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-SWBT, SBC-AMERITECH, NEVADA** shall provide to CLEC a BFR Quote.

- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the GTC. If **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this agreement.

5.3* **Item II**
SNET Bona Fide Request Process

- 5.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **SNET**, with the following exceptions:
- 5.3.2 Section 5.2.1 is amended to add the following: A CLEC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:
- 5.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

* Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 5.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.
- 5.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.
- 5.3.2.4 If the request is covered by one of the conditions listed above, **SNET** will make these items generally available.
- 5.3.3 Section 5.2.4 and 5.2.5 are amended as follows: No charges apply for **SNET** to prepare the Preliminary Analysis.
- 5.3.4 Section 5.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from CLEC. However, if **SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).
- 5.3.5 Section 5.2.7 is amended as follows: **SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SNET** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once **SNET** has received a complete and accurate BFR Application Form.
- 5.3.6 **SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

* Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

5.3.7 For **SNET**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute .

5.4* **Item III**

Pacific Bona Fide Request Process

5.4.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:

5.4.2 Section 5.2.1 is amended as follows: A Bona Fide Request (“**BFR**”) is the process by which CLEC may request **PACIFIC** to provide CLEC access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a “Request”), that is required to be provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.

5.4.3 Section 5.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

5.4.4 Section 5.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **PACIFIC** will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier “yes” response will not include high level costs. The costs will be sent by the 30th calendar day. When

* Section 5.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).

- 5.4.5 If the BFR is denied, **PACIFIC** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.
- 5.4.6 If **PACIFIC** refers CLEC to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).
- 6.2 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s NID, or at any other technically feasible point.
- 6.3 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-**
-

12STATE local loop from the NID, at charges reflected in the state specific Appendix Pricing.

- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s NID where necessary.
- 6.5 The **SBC-12STATE** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.
- 6.6 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. **LOCAL LOOP**

- 7.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC-13STATE**. The local loop Unbundled Network Element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop Unbundled Network Element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in **SBC-13STATE** wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
- 7.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (**SBC-12STATE**) or by tariff (**SNET**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SNET**):

7.2.1 **2-Wire Analog Loop**

- 7.2.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, **SBC-12STATE** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the

facilities in compliance with the Supplemental Order, and with **SBC-13STATE**'s processes implementing the Supplemental Order.

8. SUB-LOOP ELEMENTS

8.1 **SBC-12STATE** will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

8.1.1 A sub-loop unbundled network element is defined as any portion of the loop from **SBC-12STATE**'s central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in **SBC-12STATE**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

- 8.2.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.
- 8.2.8 “SAI/FDI-to-Term” is that portion of the loop from the SAI/FDI to an accessible terminal.
- 8.2.9 “SAI/FDI-to-NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user’s premise.
- 8.2.10 “SPOI” is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and CLECs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.
- 8.2.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.
- 8.2.12 “Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).
- 8.3 **SBC-12STATE** will offer the following subloop types:
 - 8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
 - 8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

- 8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.
- 8.4 Subloops are not available for combination by **SBC-12STATE** with any Unbundled Network Elements or service.
- 8.5 Subloops are provided “as is” unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.
- 8.7 Twisted-pair Copper Subloops:
- 8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:
- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
 - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
 - the Main Distributing Frame (MDF),
 - the Terminal (underground or aerial).
- 8.8 CLEC may request access to the following twisted-pair copper subloop segments:

FROM:

1. Main Distributing Frame
2. Main Distributing Frame
3. Serving Area Interface or
Feeder Distribution Interface
4. Serving Area Interface or
Feeder Distribution Interface
5. Terminal
6. NID
7. *SPOI (Single Point of Interface)

TO:

- Serving Area Interface or
Feeder Distribution Interface
- Terminal
- Terminal
- Network Interface Device
- Network Interface Device
- Stand Alone
- Stand Alone

- * Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

8.9 High Capacity Subloops:

8.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

8.9.2 CLEC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

- 8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.

8.12.2 CLEC shall isolate trouble to the SBC Subloop portion of the CLEC’s service before reporting trouble to **SBC-12STATE**.

8.12.3 **SBC12-STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC on a trouble report and the fault is determined to be in the CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, **SBC-13 STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-13STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements:

8.13.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.

- 8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 8.13.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 8.13.5 Subloop inquiries do not serve to reserve subloop(s).
- 8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 8.13.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, the CLEC should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 8.13.9 Except as set forth below in this Section 8.13.9, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until the CLEC has provided proof that it has

obtained necessary rights of way as defined in Section 9.3. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of 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.

- 8.13.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.
- 8.13.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than the CLEC expects to use.
- 8.13.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 8.13.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 8.13.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.

8.14 Subloop Access Arrangement (SAA) Access Points:

8.14.1 SAI/FDI or Terminal

- 8.14.1.1 CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser

cable. CLEC's Aerial cables should be aircore.

- 8.14.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI or Terminal.
- 8.14.1.3 The CLEC may “stub” up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI or Terminal, which **SBC-12STATE** will splice to the CLEC cable at the meet point.
- 8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion **purposes** planned within the 12 month period beginning on the date of the inquiry LSR.
- 8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI’s termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the SAI/FDI by the method of it’s **choice**, for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate it’s cable at the SAI/FDI.
- 8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal’s termination points as all terminated to assignable cable pairs, **SBC-13STATE** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.
- 8.15 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 8.15.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as SBC receives such notice.
- 8.15.2 CLEC shall notify **SBC-12STATE** of it’s intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
- 8.15.3 **SBC-12STATE** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and **SBC-12STATE** engineer.

8.15.4 CLEC shall notify SBC of acceptance or rejection of the new SCA within 10 business days of it's receipt of **SBC-12STATE**'s estimate.

8.15.5 Upon acceptance of the **SBC-12STATE** estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.

8.15.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC as to the date that **SBC-12STATE** may remove CLEC's facilities from that SAA. CLEC will pay **SBC-12STATE** for all costs associated with the removal of the CLEC's SAA.

8.15.7 In the event that CLEC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.

8.16 RT (for DS3 Subloop):

8.16.1 The CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.16.2 The CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

9. **ENGINEERING CONTROLLED SPLICE (ECS)**

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, **SBC-13STATE** will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

9.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that **SBC-13STATE** will construct any Subloop

Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If **SBC-13STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

- 9.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.
- 9.2.3 **SBC-13STATE** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although **SBC-13STATE** will construct the engineering controlled splice, the ECS maybe owned by **SBC-13STATE** or the CLEC (depending on the specific arrangement) at the option of **SBC-13STATE**.
- 9.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.
- 9.2.6 Except as set forth below in this Section 9.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned by **SBC-13STATE**. 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 9.3. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-13STATE** will proceed with construction of the ECS upon receipt from 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.

- 9.3 CLECs will have two (2) options for implementing the ECS: a “Dedicated Facility Option” (DFO) and a “Cross-connected Facility Option” (CFO).

9.3.1 Dedicated Facility Option (DFO)

- 9.3.1.1 CLEC may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to the CLEC’s SAA facility. This facility will be “dedicated” to the CLEC for subsequent subloop orders.
- 9.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.
- 9.3.1.3 CLECs will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

- 9.3.2.1 CLEC may request **SBC-13STATE** build an ECS cross-connect junction on which to terminate CLEC’s SAA facility.
- 9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-13STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-132STATE** cabling.
- 9.3.2.3 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.
- 9.3.2.4 CLECs will compensate **SBC-13STATE** for the charges incurred by **SBC-13STATE** derived from the CLEC’s request for the SCA.

10. PACKET SWITCHING

10.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

10.1.1 **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

10.1.3 **SBC-13STATE** has not permitted a requesting carrier to deploy DSLAM at the remote terminal, pedestal or environmentally controlled vault or **other** interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

10.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability, to be provided on an unbundled basis pursuant to this Agreement, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:

11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic

capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

11.1.3.2 access to OS/DA and 9-1-1; and

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

11.2 **Specific Terms and Conditions for Unbundled Local Switching (ULS)**

11.2.1 Unbundled Local Switching uses routing instructions resident in the **SBC-12STATE** switch to direct all CLEC traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the **SBC-12STATE** switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for **SBC-12STATE** and Section 18 of the Connecticut Service Tariff for **SNET**.

11.2.3 **SBC-12STATE** will allow CLEC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When CLEC purchases ULS in **SBC-12STATE**, CLEC will be required to designate the features and functions that are to be activated on each ULS port.

11.2.4 ULS as provided by **SBC-12STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.5 **SBC-12STATE** will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CLEC agrees to respond to **SBC-12STATE's** notifications regarding network congestion.

11.2.6 **SBC-12STATE** will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers for an equivalent service.

11.2.7 **SBC-12STATE** will repair and restore any **SBC-12STATE** equipment that may adversely impact ULS.

- 11.2.8 **SBC-12STATE** will provide usage detail for each ULS port via on a daily basis. Refer to state specific Appendix pricing.
- 11.2.9 **SBC-12STATE** will provide CLEC the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that **SBC-12STATE** provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.
- 11.2.10 At **SBC-13STATE**'s discretion and upon not less than ninety (90) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing ULS or to provide ULS at market prices to CLECs serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.
- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
 - b) In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to the CLEC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price ULS under this Section for CLEC End Users involving four or more lines.
- 11.2.10.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

11.2.10.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

11.3 Customized Routing

11.3.1 Subject to switch limitations, Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction. CLEC will pay the customized routing charges reflected in Appendix Pricing.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to ULS on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

11.5 Switch Ports

11.5.1 In **SBC-12STATE**, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

11.5.1.1 Line Switch Ports – **SBC-12STATE**

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kpbs “D” (delta) channel for signaling.

11.5.1.2 Trunk Side Switch Ports – **SBC-12STATE**

11.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

11.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in **SBC-AMERITECH**.

11.5.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

11.6 Tandem Switching

11.6.1 Tandem Switching is defined as:

11.6.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

11.6.1.2 the basic switching function of connecting trunks to trunks; and

11.6.1.3 all technically feasible functions that are centralized in Tandem Office Switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

11.6.2 The charges for Tandem Switching are reflected in Appendix Pricing **SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

12. **SHARED TRANSPORT**

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

- 12.1.1 **SBC-12STATE** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that CLEC subscribes to for the purpose of delivering traffic from/to a CLEC End User as set forth below.
- 12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.
- 12.1.1.2 “ULS-ST” refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC-AMERITECH**. ULS-ST is provided on a per ULS port basis.
- 12.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SNET** pursuant to the Connecticut Access Service Tariff.
- 12.1.2 **SBC-AMERITECH** provides to CLECs subscribing to ULS the function of shared transport (as defined in the *Third Order on Reconsideration and Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 (“FCC Conditions”).
- 12.1.3 ULS-ST permits the CLEC to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC’d/LPIC’d Interexchange Carrier for that ULS port is not directly connected to the **SBC-AMERITECH** switch providing that ULS port. **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.
- 12.1.4 All CLEC’s local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local CLEC’s traffic to non-**SBC-12STATE** switches will use the transit function of Shared Transport (with this transit function being referred to as “Shared Transport-Transit”). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

- 12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-12STATE** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.
- 12.1.6 **SBC-12STATE**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-STATE** network.
- 12.1.7 In providing ULS-ST, **SBC-12STATE** will use the existing **SBC-12STATE** routing tables contained in **SBC-12STATE** switches, as **SBC-12STATE** may change those tables from time to time including after CLEC purchases ULS-ST.
- 12.1.8 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the **SBC-12STATE** signaling on a per- call basis.

12.2 Custom Routing of OS/DA with ULS-ST

- 12.2.1 CLEC can only mix ULS-ST and custom routing within a **SBC-AMERITECH** end office switch where CLEC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **SBC-AMERITECH**'s ULS-ST ports in that **SBC-AMERITECH** end office switch. If this custom routing for OS/DA is chosen in a given **SBC-AMERITECH** end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.
- 12.2.2 CLEC must provide **SBC-AMERITECH** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by **SBC-AMERITECH** for the establishment of each custom route for OS or DA traffic in an end office switch.
- 12.2.3 **SBC-AMERITECH** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.
- 12.2.4 CLEC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

12.2.5 CLEC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by CLEC purchasing **SBC-AMERITECH**'s ULS-ST ports. SPID branding must be addressed in a separate agreement between CLEC and **SBC-AMERITECH**.

12.3 **ULS-ST Usage-Sensitive Rating**

12.3.1 **SBC-12STATE** will charge CLEC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

12.3.2 **SBC-12STATE** will charge CLEC using **SBC-12STATE**'s Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **SBC-12STATE** end office or to/from a non-**SBC-12STATE** end office.

12.3.3 The charges for Shared Transport are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

12.4 **Reciprocal Compensation associated with ULS-ST**

12.4.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:

12.4.2 As to ULS-ST only, **SBC-AMERITECH** will charge CLEC using **SBC-AMERITECH**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **SBC-AMERITECH** end office.

12.4.3 As to ULS-ST only, CLEC will reciprocally charge **SBC-AMERITECH** for interswitch local traffic originated from a **SBC-AMERITECH** end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

12.4.4 CLEC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

12.5 IntraLATA and InterLATA Toll Rate Application

12.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC-AMERITECH** tandem switch(es) and transmission facilities, **SBC-AMERITECH** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **SBC-AMERITECH** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

12.5.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

12.6 Application of Usage Sensitive Charges for ULS-ST

12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

12.6.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

12.6.2.1 CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a **SBC-AMERITECH** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

12.6.2.2 CLEC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which CLEC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

12.6.2.3 **SBC-AMERITECH** will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC ULS port.

12.6.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

12.6.3.1 Local Calls

12.6.3.1.1 General Principles

12.6.3.1.1.1 When a call originates from a CLEC ULS-ST port, CLEC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **SBC-AMERITECH**'s shared transport network, CLEC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

12.6.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, **SBC-AMERITECH** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.3.1.1.3 When a call terminates to a CLEC ULS-ST port, CLEC will pay ULS-T usage charges.

12.6.3.1.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.2 IntraLATA and InterLATA Toll Calls

12.6.3.2.1 General Principles

12.6.3.2.1.1 "1+" intraLATA calls from CLEC ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC) choice.

When a “1+” interLATA call is initiated from an ULS-ST port, it will be routed to the End User’s interLATA (PIC) choice.

12.6.3.2.1.2 When an intraLATA or interLATA toll call originates from a CLEC ULS-ST port, **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12.6.3.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, **SBC-AMERITECH** will not charge terminating access to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12.6.3.2.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.3 Toll Free Calls

12.6.3.3.1 When CLEC uses an ULS-ST port to initiate an intraLATA 800-type call, **SBC-AMERITECH** will perform the appropriate database query and will route the call to terminating **SBC-AMERITECH** “Success 800” subscriber. CLEC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

12.6.3.3.2 When CLEC uses an ULS-ST port to initiate an 800-type call where the terminating port is not an **SBC-AMERITECH** “Success 800” subscriber, **SBC-**

AMERITECH will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed **using SBC-AMERITECH** tandem, then **SBC-AMERITECH** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) Unbundled Network Element is defined as **SBC-12STATE** interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by **SBC-12STATE**, or requesting CLEC, or between switches owned by **SBC-12STATE** or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a CLEC owned or provided switch.

13.3.2 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). **SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network. **SBC-12STATE** provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport – a circuit between two **SBC12-STATE** Wire Centers.

13.3.3.2 Entrance Facility – a circuit from **SBC-12STATE** serving Wire Center to the CLEC's location.

13.3.3.3 Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

13.4 **Diversity**

13.4.1 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity. **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.5.1 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges.

When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity. **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.6 Digital Cross-Connect System (DCS)

13.6.1 **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.7 Network Reconfiguration Service (NRS)

13.7.1 **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.8 **PACIFIC**

13.8.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.8.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in the CLEC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of the CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.

13.8.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.8.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

13.8.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

13.8.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

14. DARK FIBER

14.1 In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available to CLECs as described in Section 18.2.1E of the Connecticut Service Tariff.

14.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 14.4.1 and 14.5.1, below.

14.2 Interoffice Dark Fiber

- 14.2.1 **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-12STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the requested dark fibers terminate.

14.3 Loop Dark Fiber

- 14.3.1 **SBC-12STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-12STATE** central office and an end user customer premise.

14.4 Sub-Loop Dark Fiber

- 14.4.1 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or

14.4.1.2 a remote terminal/CEV/Hut and an end user customer premise.

- 14.4.2 Dark Fiber sub-loop segments are explicitly governed by Section 8 of this Appendix and are limited to remote terminal/CEV/Hut outlined below.

- 14.4.3 Upon receipt of a complete and correct Sub-loop Access Application, **SBC-12STATE** shall provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a time and materials basis. CLEC agrees to pay **SBC-12STATE** appropriate rates for the engineering and other associated costs performed when CLEC submits a request to provide a written estimate for sub-loop(s).

- 14.4.4 At **SBC-12STATE** Central Offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the Central Office. CLEC access is provided pursuant Method One (Section 3.1.1.1, above) which allows for approved collocation access.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE**'s forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

14.6 Determining Spare Fibers:

14.6.1 **SBC-12STATE** will inventory and track spare dark fibers. Spare fibers do not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers

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 dark fiber.

14.6.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

14.7 Quantities and Time Frames for ordering Dark Fiber:

14.7.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, **SBC-12STATE** will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities set forth in Sections 14.4.1 and 14.5.1 above.)

14.7.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

14.7.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 14.6.2.

14.8 Right of Revocation of Access to Dark Fiber

14.8.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers, **SBC-12STATE** may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.

14.8.2 **SBC-12STATE** may reclaim from the CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to the CLEC. **SBC-12STATE** will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to the CLEC that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Dark Fiber

- 14.9.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.
- 14.9.2 At CO's dark fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided pursuant to Method One (Section 3.1.1.1, above).
- 14.9.3 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.
 - 14.9.3.1 CLECs may collocate, providing collocation application and associated criteria are met, when seeking to interconnection and desire to place non-passive electronics in a remote terminal/CEV/Hut provided **SBC-12STATE** has existing and available space in these locations.
 - 14.9.3.2 CLECs have two (2) options for obtaining dark fiber subloop access. Prior to ordering subloop facilities, CLEC must establish Collocation using the Collocation process as set forth in Collocation Appendix, or must establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either or which are necessary to interconnect to the **SBC-12STATE** subloop network.
 - 14.9.3.3 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC shall initiate an SCA by submitting a Sub-loop Access Arrangement Application.
 - 14.9.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the End User premises and via a fiber distribution frame at the remote terminal/CEV/Hut. CLEC may elect to place his cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available demarcation points or terminal.

14.10 Installation and Maintenance for 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 equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **SBC-13STATE**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 The cross connect is the media between the **SBC-7STATE** UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** UNE and a Collocation area for the purpose of permitting the CLEC to connect the **SBC-7STATE** UNE to other UNEs or to the CLECs own facilities. Where **SBC-7STATE** has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one **SBC-7STATE** UNE and another **SBC-7STATE** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

- 18.2 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 18.3, 18.4 and 18.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SNET** refer to the applicable state tariff.
- 18.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:
- 18.3.1 2-Wire Analog Loop to UNE Connection Methods point of access
- 18.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access
- 18.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access
- 18.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access
- 18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining. Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:
- 18.4.1 DS-1 to UNE Connection Methods point of access
- 18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **SBC-13STATE** UNE are as follows:
- 18.5.1 Analog Line Port to UNE Connection Methods point of access
- 18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.
- 18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
- 18.5.4 Analog DID Trunk Port to UNE Connection Methods point of access
- 18.5.5 DS-1 Trunk Port to UNE Connection Methods point of access
- 18.6 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC-SWBT** and **NEVADA** Loop UNE to a CLEC's Collocated facilities are as follows:

- 18.6.1 2-Wire Analog Loop to Collocation
- 18.6.2 2-Wire Analog Loop to Collocation (without testing)
- 18.6.3 4-Wire Analog Loop to Collocation
- 18.6.4 4-Wire Analog Loop to Collocation (without testing)
- 18.6.5 2-Wire Digital Loop to Collocation
- 18.6.6 2-Wire Digital Loop to Collocation (without testing)
- 18.6.7 4-Wire Digital Loop to Collocation
- 18.6.8 4-Wire Digital loop to Collocation (without testing)
- 18.6.9 DSL Shielded Cross Connect to Collocation
- 18.6.10 2-Wire DSL non-shielded cross connect to Collocation
- 18.6.11 4-Wire DSL non-shielded cross connect to Collocation
- 18.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting an **SBC-SWBT** and **NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:
 - 18.7.1 DS-1 to Collocation
 - 18.7.2 DS-3 Collocation
 - 18.7.3 OC-3 to Collocation
 - 18.7.4 OC-12 to Collocation
 - 18.7.5 OC-48 to Collocation
- 18.8 The applicable Port cross connects for the purpose of CLEC connecting an **SBC-SWBT** and Port UNE to a CLEC's Collocated facilities are as follows:
 - 18.8.1 Analog Line Port to Collocation

18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation

18.8.4 Analog DID Trunk Port to Collocation

18.8.5 DS- Trunk Port to Collocation

18.9* The applicable cross connects for the purpose of a CLEC connecting a **PACIFIC** Loop, UDT or Port UNE to a CLECs Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC

18.9.2 DS-0 EISCC

18.9.3 DS-1 EISCC

18.9.4 DS-3 EISCC

18.9.5 DSL Shielded Cross Connect to Collocation

18.10* The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs are as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

* Sections 18.9 through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Loop with a CLECs own facilities for are as follows:

18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

18.11.5 DSL shielded Cross Connect to Adjacent Location point of access

18.12* The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Unbundled Dedicated Transport with a CLECs own facilities as follows:

18.12.1 DS-1 to the Adjacent Location Method point of access

18.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Port with a CLECs own facilities point of access are as follows:

18.13.1 Analog Line Port to Adjacent Location Method to point of access

18.13.2 ISDN BRI Port to Adjacent Location Method to point of access

18.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access

* Sections 18.9 through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

- 18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT**, **NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT**, **NEVADA** and **PACIFIC** Port are as follows:

18.14.1 -Wire Analog Loop to Analog line Port

18.14.2 -Wire Digital Loop to ISDN BRI Port

18.15 Maintenance of Elements

- 18.15.1 If trouble occurs with unbundled network elements provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.
- 18.15.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Unbundled Network Element and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.
- 18.15.3 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.
- 18.15.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 18.15.5 If CLEC issues a trouble report allowing **SBC-13STATE** access to the End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.
- 18.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or

Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.

- 18.15.7 If CLEC requests or approves a **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

19. RECONFIGURATION

- 19.1 **SBC-13STATE** will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 00-183) and with **SBC-13STATE**'s processes to implement that Order, as set forth on the CLEC website.

20. RESERVATION OF RIGHTS

- 20.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in

accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX WP

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**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, **SBC-8STATE** means the above listed ILEC's doing business in Missouri, Oklahoma, Arkansas, Kansas, Texas, California, Nevada, and Connecticut.
- 1.6 As used herein, **SBC-7STATE** means the above listed ILEC's doing business in Missouri, Oklahoma, Arkansas, Kansas, Texas, California, and Nevada.
- 1.7 As used herein, **SNET** means the above listed ILEC doing business in Connecticut.

2. SERVICE PROVIDED

- 2.1 **SBC-13STATE** publishes alphabetical White Pages (WP) directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and wishes to include listing information for its end users in the appropriate **SBC-13STATE** WP directories
- 2.2 CLEC also desires distribution to its end users of the WP directories that include listings of CLEC's end users.

- 2.3 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SBC-13STATE** will include in appropriate WP directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.
- 2.4 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** WP directory and a listing in **SBC-13STATE**'s directory assistance database.
- 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. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of an CLEC end user.
- 2.6 CLEC may provide CLEC's subscriber listing information to **SBC-8STATE** for inclusion in the WP directory via either a mechanical or manual feed of the listing information to **SBC-8STATE**'s directory listing database.
- 2.6.1 CLEC will provide **SBC-AMERITECH**, CLEC's subscriber listing information for inclusion in the White Page directory in either a mechanized or manual feed of the listing information to **SBC-AMERITECH**'s directory listing database. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Appendix. Sixty (60) 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 the 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. The listing information shall also include Directory Delivery Address information for each **SBC-8STATE** CLEC end user.
- 2.6.2 Forty-five (45) days prior to the directory close date for a particular directory, **SBC-AMERITECH** shall make available to CLEC, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review the listing information and shall submit to **SBC-AMERITECH** any necessary additions, deletions or modifications prior to the directory close date.

- 2.7 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-8STATE** White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories.
- 2.7.1 **SBC-7STATE** has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, CLEC may provide to **SBC-7STATE** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, **SBC-7STATE** will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.
- 2.7.2 **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.
- 2.7.3 **SNET** White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
- 2.7.4 **SBC-AMERITECH** shall direct its directory publishing affiliate to offer delivery of newly published WP directories and subsequent directory delivery to CLECs' end users pursuant to terms and conditions agreed to by the parties.
- 2.8 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the 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.
- 2.8.1 For Directories covering the territory where CLEC is certified to provide local service, upon request **SBC-AMERITECH** will include in the "Information Pages", or comparable section of its White Pages directories, 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-AMERITECH** and other LECs. **SBC-AMERITECH**'s directory publishing affiliate 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-AMERITECH**.

- 2.9 At its request, CLEC may purchase one (1) one-sided “Informational Page” in the informational section of the WP 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 Pages”. Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the “Informational Page” in the form of camera-ready copy.

3. **USE OF SUBSCRIBER LISTING INFORMATION**

- 3.1 CLEC authorizes **SBC-13STATE** to include and use the subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE**'s WP directory and **SBC-13STATE**'s directory assistance databases. Included in this authorization is the exchange of extended area service listings **SBC-13STATE** provides for Independent Company directory publications and release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE**'s use of CLEC's subscriber listing information in **SBC-13STATE**'s directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.2 At CLEC's written request, **SBC-13STATE** shall transmit CLEC's End User listing information to designated third party directory publishers (limited to publishers to which **SBC-13STATE** transmits its own listing information).

4. **PRICING**

- 4.1 **SBC-7STATE** will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to CLEC end users, plus an annual, per book copy charge at the time directories are delivered in bulk to CLEC. **SBC-7STATE** has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's end users subsequent to the annual distribution of newly published directories. The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference.

- 4.1.1 The rates, if any, for **SNET** WP directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for WP directories.
- 4.1.2 **SBC-AMERITECH** - The rates for **SBC-AMERITECH** White Page directories will be in accordance with a separate directory services agreement with **SBC-AMERITECH**'s directory publishing affiliate.
- 4.2 **SBC-7STATE** has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Section 2.7 above. While **SBC-7STATE** has no obligation to provide WP directories to CLEC or CLEC End Users after the annual distribution of newly published directories, **SBC-7STATE** will in good faith attempt to accommodate CLEC requests for “Subsequent” directory orders (orders placed after the initial order/forecast is provided - see Section 2.7 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, **SBC-7STATE** will provide the directories in bulk to CLEC and will assess a per book charge.
 - 4.2.1 **SBC-AMERITECH** – **SBC-AMERITECH**'s directory delivery practices are discussed above in Section 2.7.4.
- 4.3 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, **SBC-13STATE** will assess CLEC a charge for such listings at existing **SBC-13STATE** tariff rates. An additional 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 WP directory. In addition, for those CLEC End Users served by CLEC via a **SBC-13STATE** unbundled switch port, CLEC may elect to have its End User unlisted and the listing not published in **SBC-13STATE**'s WP directory at **SBC-13STATE**'s tariff rate for those nonpublished, nonlisted services.

5. ASSIGNMENT

- 5.1 Except as stated in Section 3 herein, CLEC shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall CLEC authorize any other company or any person to use the subscriber listing information for any other purpose. CLEC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures CLEC takes to protect its own listings from unauthorized use), whether by CLEC, its agents, employees or others.

6. LIABILITY

- 6.1 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 WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 6.2 CLEC shall indemnify, protect, save harmless and defend **SBC-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 WP 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.
- 6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of **SBC-13STATE**'s WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

- 8.1 This Appendix will continue in force for the length of the Interconnection Agreement to which this Appendix is attached. Either Party may terminate this Appendix upon one hundred and twenty (120) calendar days written notice to the other Party.
- 8.2 Upon termination, this Appendix will be null and void with respect to any issue of directory published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

**APPENDIX WP
SBC-7STATE
EXHIBIT I
PRICE LIST**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy¹ Ordered After Initial Order

¹ Subject to Availability

APPENDIX BCR

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APPENDIX BCR
(Billing, Collecting And Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 As used herein, **SBC 12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.4 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.5 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.6 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 The prices at which **SBC-12STATE** agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System”** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.

- 2.2 **“Charges”**- the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 **“Compensation”** - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 **“IntraLATA”** - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term “IntraLATA messages,” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 **“InterLATA”** - between Local Access and Transport Areas (LATAs) as defined in the FCC’s CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term “InterLATA messages” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.6 **“Local Exchange Carrier (LEC)”** - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 **“Local Message”** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 **“Revenues”** - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.

- 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
- 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.2.5 The billing, collection and remitting of local messages as described in section 3.2 are technically infeasible in **SNET** at this time.
- 3.2.6 In **PACIFIC/NEVADA**, the billing, collection, and remitting of local messages as described in section 3.2 is done via the Message Exchange Agreement.
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable (**SBC 12-STATE**) only when **SBC 12-STATE** company is the CMDS Host Company.
 - 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to **SBC-12STATE** the charges for the services described in Section 3.2 which charges are earned by any LEC (including **SBC-12STATE**), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than **SBC-12STATE**. **SBC-12STATE** will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for **SBC-12STATE** benefit, shall be remitted by CLEC to **SBC-12STATE** within thirty (30) calendar days of the date of **SBC-12STATE** bill to CLEC for such services.

- 4.4 **SBC-12STATE** agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including **SBC -12STATE**) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by **SBC-12STATE** or another LEC for CLEC's benefit, shall be remitted by **SBC-12STATE** to CLEC within thirty (30) calendar days of the date of CLEC's bill to **SBC-12STATE** for such services.
- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 AND 3.3 above. Notwithstanding this paragraph, **SBC-12STATE** may net amounts due to CLEC under this Appendix against amounts owed to **SBC-12STATE** when **SBC-12STATE** renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. **COMPENSATION**

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

- 6.1 **SBC-12STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. **SBC-12STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)**1. INTRODUCTION**

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by **SBC-12STATE** to participate in the Clearinghouse (CH).
- 1.2 As used herein, **SBC-12STATE** means the above listed LEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, **SBC-SWBT** means the above listed LEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.4 As used herein, **SBC-AMERITECH** means the LEC doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.5 As used herein, **PACIFIC** means the LEC doing business in California.
- 1.6 As used herein, **NEVADA** means the LEC doing business in Nevada.
- 1.7 As used herein, **SNET** means the LEC doing business in Connecticut.
- 1.8 In **SBC-AMERITECH**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and **SBC-AMERITECH** is facilitated via the existing LEC Settlement process in each state.
- 1.9 In **PACIFIC/NEVADA**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **PACIFIC/NEVADA** is facilitated via the Message Exchange Appendix.
- 1.10 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SNET**, is **technically infeasible** in **SNET**.
- 1.11 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern

New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 **SBC-SWBT** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC-SWBT** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

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

4. RESPONSIBILITIES OF THE PARTIES

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

- 4.3 **SBC-SWBT** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **SBC-SWBT**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to **SBC-SWBT** all CH Records required by **SBC-SWBT** to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. **SBC-SWBT** will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, **SBC-SWBT** relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. **PROCESSING CHARGE**

- 5.1 CLEC agrees to pay **SBC-SWBT** a processing charge in consideration of **SBC-SWBT**'s performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. **BILLING CHARGE**

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

7. **SETTLEMENT REPORT**

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

8. **RETROACTIVE AND LOST MESSAGES**

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No

estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

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

10. DISCLAIMER OF WARRANTIES

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

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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APPENDIX HOSTING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and (**SBC-AMERITECH** only) 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").
 - 1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.
- 1.3 **SNET** - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses SNET as its CMDS HOST. The LEC-LINK service is de-regulated in SNET.
 - 1.3.1 CLECs interested in CMDS Hosting by SNET may contact:

SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
205-634-6370
- 1.4 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

- 1.6 As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.7 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 As used herein, **SBC-IL** means the applicable above listed ILEC(s) doing business in Illinois.
- 1.9 As used herein, **SBC-MI** means the applicable above listed ILEC(s) doing business in Michigan.
- 1.10 As used herein, **PACIFIC** means the applicable above listed ILEC(s) doing business in California.
- 1.11 As used herein, **NEVADA** means the applicable above listed ILEC(s) doing business in Nevada.
- 1.12 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.13 The prices at which **SBC-7STATE** and **SBC-AMERITECH** agrees to provide CLEC Hosting responsibilities are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. **DEFINITIONS**

- 2.1 **“Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System”** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.
- 2.2 **“Centralized Message Distribution System” (CMDs)** – means the industry-wide data collection system located in Kansas City, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

- 2.3 **“Direct Participants” (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
- 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA
 - 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 Ohio bell Telephone Company (Ameritech)
 - 2.3.13 Michigan Bell Telephone Company (Ameritech)
 - 2.3.14 Indiana Bell Telephone Company (Ameritech)
 - 2.3.15 Illinois Bell Telephone Company (Ameritech)
 - 2.3.16 Wisconsin Bell Telephone Company (Ameritech)
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone company
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company
 - 2.3.21 Nevada Bell Telephone Company
 - 2.3.22 Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.4 **“Exchange Message Interface (EMI)”** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.5 **“Full Status Revenue Accounting Office (RAO)”** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.
- 2.6 **“In Region Hosting” (SBC-SWBT only)** - The transport of 1) LEC transported data that originates in the region and are delivered by the CLEC to the Hosting Company to be sent another Local Exchange Carrier for billing; and 2) data received from CMDS or another LEC to be delivered to the CLEC for

billing to its End User located within the five state territory of the Host Company.

- 2.7 **“Intercompany Settlements”** (ICS) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.
- 2.8 **“Local Exchange Carriers (LECs) or “Exchange Carriers (ECs) ”** - facilities-based providers of local telecommunication services.
- 2.9 **“Message Distribution (Transmission)”** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.
- 2.10 **“Non-Intercompany Settlement (NICS)”** (**SBC-AMERITECH** only) is a revenue exchange process for messages which originate from CLEC and bill to **SBC-AMERITECH** and message which originate from **SBC-AMERITECH** and bill to CLEC. NICS messages must originate and bill within the same **SBC-AMERITECH** Company.
- 2.11 **“Non-Full Status Revenue Accounting Office (RAO)”** - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. **RESPONSIBILITIES OF THE PARTIES**

- 3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2 (**SBC-7STATE**) - When CLEC delivers messages to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the

national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

- 3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

- 3.4 (**SBC-7STATE** only) For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 (**SBC-AMERITECH**) Monthly Billing

- 4.1.1 Each month, **SBC-AMERITECH** shall calculate the total amount due. This calculation will include:

4.1.1.1 Transmission fee

4.1.1.2 ICS settlement processing fee

4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC

4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech

- 4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).

- 4.1.3 **SBC-AMERITECH** shall provide collection and distribution of messages that are designated to be delivered to the CLEC.

- 4.1.4 **SBC-AMERITECH** shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.
- 4.1.5 CLEC must provide **SBC-AMERITECH** a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). **SBC-AMERITECH** advise Telcordia Technologies to convert the RAO code.
- 4.1.6 CLEC subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO may continue this service using **SBC-AMERITECH** RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** as an intermediary. In this situation, a Full Status RAO is required.
- 4.1.7 If access records are received from the CMDS system, **SBC-AMERITECH** shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.
- 4.1.8 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both **SBC-AMERITECH** and CLEC shall send/receive data in EMI format. **SBC-AMERITECH** and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.9 CLEC may return to **SBC-AMERITECH** any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by **SBC-AMERITECH** and the charges therefore deducted for reimbursement amount owing to **SBC-AMERITECH**. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.2 (**SBC-AMERITECH**) INTERCOMPANY SETTLEMENT (ICS)
- 4.2.1 **SBC-AMERITECH** will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:

- 4.2.1.1 The call must be transported by a LEC.
- 4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.
- 4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.
- 4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between **SBC-AMERITECH** and CLEC. ICS settlement will be incorporated into the CLEC's monthly invoice.

4.3 (**SBC-AMERITECH**) NON-INTERCOMPANY SETTLEMENT (NICS)

- 4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **SBC-AMERITECH** and billed by the CLEC, or messages originated by the CLEC and billed by **SBC-AMERITECH** within the same **SBC-AMERITECH** State. For example, an alternately billed call originating within **AM-IL** territory and billed to a CLEC within **AM-IL** would be covered by this section; a call originating within **AM-MI** but billing outside of **AM-MI** would not be NICS.
- 4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **SBC-AMERITECH** and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 4.3.4 CLECs subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO, may continue this service using **SBC-AMERITECH**'s RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** as an intermediary. In this situation, a Full Status RAO is required.
- 4.3.5 For calls originating and billing within a non- **SBC-AMERITECH** state, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

- 5.1 In **SBC-SWBT**, CLEC agrees to pay Hosting Company a per record charge for billable message records an/or access usage records that are received from the CLEC and destined for delivery to another location for billing, at the rates listed in Appendix Pricing.
- 5.1.1 As part of this per record charge, the Hosting Company will provide Confirmation and /or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS).
- 5.1.2 CLEC also agrees to pay Hosting Company a per record charge for billable message records an/or access usage records in those situations where the Hosting Company, performing a transfer service, provides this message data received from other Local Exchange Carriers or from CMDS on a magnetic tape or data file for delivery to the CLEC.
- 5.2 (**SBC-AMERITECH** only)- CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Appendix Pricing.
- 5.3 (**SBC-AMERITECH** only) CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Appendix Pricing. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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

Exhibit A
Change Request by Carrier
SBC-AMERITECH

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.
2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.
3. Change Requests:
 - Both parties must agree that the specification accurately describes the work to be performed. CLEC will authorize the specifications in writing.
 - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.
 - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.
 - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.
4. General:
 - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.
 - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.
 - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.

5. System Embargo:

- Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX LIDB – AS

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APPENDIX LIDB-AS**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 Neither **SBC-AMERITECH** nor **SNET** own a LIDB. Additionally, **SNET** does not own a CNAM Database. Both **SBC-AMERITECH** and **SNET** obtain data storage and administration for these Databases from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using **SBC-AMERITECH**'s and/or **SNET**'s unbundled local switch ports. Data storage and administration for all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between CLEC and SNET DG. Any use of the possessive in this Agreement as applied to **SBC-AMERITECH** and **SNET** will not indicate ownership but shall have the relationship described in this paragraph 2.1.
- 1.3 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing

business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.8 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.9 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 **“Account Owner”** means a telecommunications company, including **SBC-13STATE** that provides an End User’s local service and such company stores and/or administers the End User’s associated Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.
- 2.3 **“Personal Identification Number” (PIN)** means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **“Query”** means a message that represents a request to a Database for information.
- 2.5 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** STP to the SCP where LIDB resides and back.
- 2.6 **“Validation Information”** means an Account Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

- 3.1 **SBC-12STATE**’s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide **SBC-12STATE** with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. **SBC-12STATE**’s LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, **SBC-12STATE** enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB

enhancements will require CLEC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access, create, modify or update CLEC's Line Record Information in LIDB when such records are associated with CLEC's subscriber accounts that are provided only on CLEC's own end office switch.

4.2 CLEC cannot use any of the unbundled, electronic interfaces SBC-12STATE provides under this Appendix to access any Line Records CLEC might have in SBC-12STATE's LIDB that are administered by a company other than CLEC. This includes, but is not limited to, SBC-12STATE retail accounts, CLEC's accounts administered by SBC-12STATE based on Local Service Requests, and resold accounts.

4.3 Electronic Interfaces - Where available, SBC-12STATE has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to SBC-12STATE's LIDB administrative systems that is equivalent to SBC-12STATE's own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB administrative system. SBC-SWBT also provides the Service Order Entry Interface to requesting CLECs that use SBC-SWBT's UNE local switch ports. PACIFIC, SBC-AMERITECH, and SNET will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SBC-12STATE with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SBC-12STATE's Service Order Entry

Interface. CLEC does not gain access to any interface, database, operations support system, or other SMS.

- 4.3.1.3 **SBC-12STATE** will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for **SBC-12STATE** to provide CLEC with Data Base Administration and Storage.
- 4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a **SBC-12STATE**'s LIDB administrative system or CLEC can choose to use this interface in conjunction with the Interactive Interface that **SBC-12STATE** provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use.
- 4.3.1.5 CLEC understands and agrees that its access to **SBC-12STATE**'s LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to **SBC-12STATE** for administration.

4.3.2 Interactive Interface

- 4.3.2.1 The Interactive Interface provides CLEC with unbundled access to **PACIFIC**'s and **SBC-SWBT**'s LIDB administrative systems that is equivalent to **PACIFIC**'s and **SBC-SWBT**'s access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data administration tasks **PACIFIC**'s and/or **SBC-SWBT**'s LIDB DBAC personnel can perform on **PACIFIC**'s and/or **SBC-SWBT**'s own Line Records. **SBC-AMERITECH** and **SNET** will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.
- 4.3.2.2 CLEC's access to the LIDB administrative system through the Interactive Interface will be limited to CLEC's subscribers' Line

Records that are not assigned to **PACIFIC** and/or **SBC-SWBT** for administration.

- 4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB administrative system. CLEC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.
- 4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.
- 4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that **SBC-12STATE** provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Tape Load Facility Interface

- 4.4.1 Tape Load Facility Interface provides CLEC with unbundled access to Tape Load facilities in those **SBC-12STATE** ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. **SBC-SWBT** is the only **SBC-12STATE** ILEC that uses Tape Loads.
- 4.4.2 Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.
- 4.4.3 Tape Load Facility Interface is available only for special occurrences, such as CLEC's initial load of data, updating CLEC's entire data store for a new LIDB capability, and when CLEC's updates exceed one hundred thousand (100,000) Line Records over and above CLEC's normal daily update processing.
- 4.4.4 CLEC can choose one of two options for using the Tape Load Facility Interface. These options are the Single Tape Option and the Multiple Tape Option.

4.4.5 Single Tape Option

4.4.5.1 CLEC will create and deliver one set of tape(s) to **SBC-SWBT**'s Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, **SBC-SWBT** will load CLEC's updates into LVAS. CLEC will limit each tape to 500,000 (five hundred thousand) Line Records or less. **SBC-SWBT** will use these tapes to update or create CLEC's records in LVAS. **SBC-SWBT** will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 **SBC-SWBT** will provide CLEC with record format and hardware requirements for such tapes and CLEC will comply with such documentation in creating its tapes. **SBC-SWBT** will also provide CLEC with the name and address of **SBC-SWBT**'s LVAS System Administrator to whom CLEC will deliver the tapes.

4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows CLEC to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires CLEC to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, **SBC-SWBT** will load CLEC's updates directly into LIDB and LVAS. CLEC will provide **SBC-SWBT** with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. **SBC-SWBT** will provide CLEC with record format and hardware requirements for the tape load as well as the name and address where CLEC will deliver each set of tapes.

4.4.6.2 **SBC-SWBT** and CLEC will negotiate mutually agreed upon dates and times for tape loads of CLEC's data.

4.4.6.3 CLEC will use the Tape Load Facility Interface only for CLEC's subscribers' Line Records. CLEC will not use the Tape Load Facility Interface to modify any Group Record nor will CLEC use the Tape Load Facility to modify any Line Record belonging to another Account Owner.

4.5 LIDB Editor Interface

- 4.5.1 LIDB Editor Interface provides CLEC with unbundled access to **SBC-12STATE**'s LIDB Editor that is equivalent to **SBC-12STATE**'s manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. **SBC-12STATE** will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB administrative system.
- 4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized **SBC-12STATE** employees. CLEC will have access to such **SBC-12STATE** employees only for the same purposes that **SBC-12STATE** has access to LIDB Editor.
- 4.5.3 **SBC-12STATE** limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.
- 4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **SBC-12STATE** at the time CLEC makes its update request. CLEC and **SBC-12STATE** will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.
- 4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method CLEC uses for its ongoing Line Record administration) once administrative system update capability is restored. CLEC understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.

4.6.1.2 **SBC-12STATE** will run the LIDB audit on a daily basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB administrative system match the source of the Account Owner's Line Records.

4.6.2.2 The source of Account Owners' Line Records that **SBC-12STATE** administers through a service order process will be the **SBC-12STATE**'s billing system that maintains the LIDB data for such Account Owners.

4.6.2.3 **SBC-12STATE** will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC administers through unbundled electronic interface(s). **SBC-12STATE** will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.4 CLEC will use the file **SBC-12STATE** provides in Section 4.6.2.3 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.5 **SBC-12STATE** will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) **SBC-12STATE** will provide

CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and **SBC-12STATE** will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.7 **LSR Process**

- 4.7.1 The LSR Process allows **SBC-12STATE** to create and administer CLEC's data on CLEC's behalf through a bundled service order flow. The LSR Process is only available to CLEC when CLEC is providing service to end users using **SBC-12STATE**'s UNE local switch ports.
- 4.7.2 The LSR Process is not an interface to the LIDB administrative system. CLEC can obtain access to **SBC-12STATE**'s LIDB administrative system LVAS only through the electronic unbundled interfaces **SBC-12STATE** offers in Section 4.3 of this Appendix.
- 4.7.3 CLEC will not have direct access to any of its records that **SBC-12STATE** administers through the LSR Process.
- 4.7.4 CLEC will provide complete information in its LSR to **SBC-12STATE** so that **SBC-12STATE** can populate CLEC's line record completely and accurately. If CLEC's LSR does not contain information needed to populate a data element in LIDB, **SBC-12STATE** will populate such data element with **SBC-12STATE**-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit said data element. Use of default information does not relieve CLEC of its responsibility for providing **SBC-12STATE** complete and accurate information in LIDB. In the event **SBC-12STATE** populates CLEC's Line Records with default information under this paragraph, **SBC-12STATE** will not be responsible for any claim or damage resulting from the use of such default information, except in the event of **SBC-12STATE**'s gross negligence or willful misconduct.
- 4.7.5 The following applies only to **SBC-SWBT**.
 - 4.7.5.1 **SBC-SWBT** will transfer LIDB Line Records between local service providers (including **SBC-SWBT**) based on conversion activity either "as is" or "with changes".

4.7.5.2 CLEC will identify through a registration form that **SBC-SWBT** will provide to CLEC, how CLEC's Line Records will be created, transferred, or administered.

4.7.5.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether **SBC-SWBT** will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

4.7.5.4 Conversion Activity. CLEC will identify whether **SBC-SWBT** will convert LIDB Line Records from a previous local service provider (including **SBC-SWBT**) to CLEC with changes to end user information or without changes to end user information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have **SBC-SWBT** delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including **SBC-SWBT**).

4.7.5.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or whether ongoing administration will be done by **SBC-SWBT** based on an LSR submitted by CLEC.

4.8 Fraud Monitoring

4.8.1 **SBC-12STATE**'s fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. **SBC-12STATE** will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. **MANNER OF PROVISIONING**

5.1 **SBC-12STATE** will provide to CLEC, on request, **SBC-12STATE**-specific documentation regarding record formatting and associated hardware requirements of the interfaces **SBC-12STATE** provides for LIDB data administration when CLEC chooses to use such interfaces.

5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

- 5.3 **SBC-12STATE** will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in **SBC-12STATE**'s LIDB. CLEC shall provide all information needed by **SBC-12STATE** to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.
- 5.4 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by **SBC-12STATE** thereafter, the following forecast data:
- 5.4.1 the number of working lines per account group
 - 5.4.2 the number of working line numbers to be established
 - 5.4.3 the average number of monthly changes to these records
 - 5.4.4 the number of busy hour queries, by query type
 - 5.4.5 the number of annual queries by query type.
- 5.5 If **SBC-12STATE**, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of CLEC information, **SBC-12STATE** will notify CLEC of its intent to not provide to CLEC the Services under this Appendix and this Appendix will be void.
- 5.6 CLEC may submit updated or changed forecasts due to unforeseen events at any time and **SBC-12STATE** encourages CLEC to submit such forecasts as soon as practical. **SBC-12STATE** may request revised forecasts, but no more frequently than every six (6) months and then only if **SBC-12STATE** has reason to believe there may be significant error in CLEC's latest forecast.
- 5.7 CLEC will furnish all Line Records and Group Records in a format required by **SBC-12STATE** to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.8 CLEC is solely responsible for all Line Records for which CLEC is the Account Owner. This includes all data, data administration, Line Records that CLEC creates, Line Records that **SBC-12STATE** creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.

- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in **SBC-12STATE**'s LIDB.
- 5.10 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an **SBC-12STATE**'s LIDB, CLEC will administer those records through the unbundled electronic interfaces **SBC-12STATE** offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the **SBC-12STATE**'s LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.11 CLEC will administer its data in **SBC-12STATE**'s LIDB in such a manner that **SBC-12STATE**'s accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 CLEC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of **SBC-12STATE**'s deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.
- 5.14 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using an **SBC-12STATE**'s UNE local switching port, CLEC will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of disconnection.
- 5.15 CLEC will also delete Line Records from **SBC-12STATE**'s LIDB when CLEC migrates Line Record from an **SBC-12STATE**'s LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with **SBC-12STATE** to delete such records on CLEC's behalf.
- 5.16 If CLEC begins providing local services before CLEC completes and returns to **SBC-SWBT** its LSR Process registration form, **SBC-SWBT** will treat CLEC's LSRs as if CLEC had elected to administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.17 **SBC-12STATE** will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an **SBC-12STATE** LIDB.

- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with **SBC-12STATE**'s standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in **SBC-12STATE** practices. The Parties acknowledge that **SBC-12STATE** may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an **SBC-12STATE**'s LIDB is the responsibility of **SBC-12STATE**. CLEC acknowledges and agrees that **SBC-12STATE**, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. **SBC-12STATE** will limit such access to those actions necessary to ensure the successful operation and administration of **SBC-12STATE**'s SCP and LIDB.
- 5.20 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces.
- 5.21 **SBC-12STATE** will, at its sole discretion, allow or negotiate any access to an **SBC-12STATE**'s LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an **SBC-12STATE**'s LIDB. CLEC acknowledges that when **SBC-12STATE** allows an entity to access **SBC-12STATE**'s LIDB, such query originators will also have access to CLEC's data that is also stored in such **SBC-12STATE**'s LIDB.
- 5.22 The following applies only to **SBC-SWBT**
- 5.22.1 **SBC-SWBT** will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the end-user as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, **SBC-SWBT** will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, **SBC-SWBT** will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of

calculating the seventh and twenty-first day, **SBC-SWBT** will count the day of the record's creation as zero (0). **SBC-SWBT**'s ability to delete such Line Records does not relieve CLEC of its responsibility to administer its records accurately and in a timely manner.

5.22.2 If CLEC elects to have **SBC-SWBT** transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, **SBC-SWBT** will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

5.22.3 If CLEC elects to have **SBC-SWBT** transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, **SBC-SWBT** will change every data element in the LIDB Line Record as part of the transfer of ownership. However, **SBC-SWBT** will not mark such records as transitional. **SBC-SWBT** will change all LIDB Line Record data elements on such changes based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB data elements on its LSR, **SBC-SWBT** will create default values for the data elements or derive the values for the data elements based on other LSR entries.

6. BILLING

6.1 If **SBC-12STATE** provides CLEC with compensation for data access as set forth in Section 7, **SBC-12STATE** will provide such data, as is reasonably necessary, to enable CLEC to substantiate Query volumes of CLEC Line Records residing in **SBC-12STATE**'s LIDB.

6.2 When **SBC-13STATE** or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.

6.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of **SBC-13STATE** or a third party.

- 6.2.2 CLEC will provide to **SBC-13STATE** or the third party all necessary billing information needed by **SBC-13STATE** or the third party to bill the End User directly.
- 6.3 CLEC understands that if CLEC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including **SBC-13STATE**, may choose to deny services to CLEC's subscribers.
- 6.4 **SNET** will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge" as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charge"), approved in writing by CLEC and incurred by **SNET** during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by **SNET** and billed to CLEC, in accordance with **SNET**'s invoice.

7. **COMPENSATION OPTION**

- 7.1 CLEC may elect to receive compensation from **SBC-12STATE** for access to CLEC's data in **SBC-12STATE**'s LIDB only as set forth in this Section, Section 7, of this Appendix. **SBC-12STATE** offers the terms of Section 7 as a package and such terms are contingent upon CLEC's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. **SBC-12STATE** will not provide compensation to CLEC for access of CLEC's data in **SBC-12STATE**'s LIDB other than via this Compensation Option.
- 7.2 Until **PACIFIC** and **SBC-SWBT** have the technical ability to identify record ownership of all Line Records in LIDB, and until **PACIFIC** and **SBC-SWBT** have developed billing processes to provide compensation for access to CLECs data, **PACIFIC** and CLEC and/or **SBC-SWBT** and CLEC will mutually agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

7.2.1 **SNET**

7.2.1.1	Validation Query	\$.038 per Query
7.2.1.2	CNAM Query	\$.016 per Query

7.2.2 **SBC-SWBT**

7.2.2.1	Validation Query	\$.026 per Query

7.2.2.2 CNAM Query \$.0036 per Query

7.2.2.3 OLNS Query \$.0055 per Query

7.2.2.4 Query Transport \$.0044 per Query

7.2.3 **SBC-AMERITECH**

7.2.3.1 Validation Query \$.017228 per Query

7.2.3.2 CNAM Query \$.012 per Query

7.2.3.3 Query Transport \$.00012 per Query

7.2.4 **PACIFIC**

7.2.4.1 Validation Query \$.021 per Query

7.2.4.2 CNAM Query \$.008 per Query

7.2.4.3 OLNS Query \$.012 per Query

7.2.4.4 Query Transport \$.00027 per Query

7.3 Based upon the prices set forth in Sections 7.2.1 through 7.2.4 above, **SBC-12STATE** will credit CLEC for each query against CLEC's non-resold Line Records in **SBC-12STATE**'s LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 **SNET**

7.3.1.1 28% paid to CLEC

7.3.1.2 72% retained by **SNET**

7.3.1.3 **SNET** will calculate the amount by multiplying total number of Queries to CLEC's Line Records multiplied by the Per Query Charge, multiplied by CLEC's percentage set forth in Section 7.2.1.1 above.

7.3.2 **SBC-SWBT**

7.3.2.1 Validation \$.01216 per Query

7.3.2.2 CNAM \$.0032 per Query

7.3.2.3 OLNS \$.00396 per Query

7.3.3 **SBC-AMERITECH**

7.3.3.1 Validation \$.0025 per Query

7.3.3.2 CNAM \$.005 per Query

7.3.3.3 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 500 thousand Queries for that month, **SBC-AMERITECH** will credit customer \$.006 per Query.

7.3.3.4 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 2.5 million Queries for that month, **SBC-AMERITECH** will credit customer \$.007 per Query.

7.3.4 **PACIFIC**

7.3.4.1 Validation \$.008508 per Query

7.3.4.2 CNAM \$.0032 per Query

7.3.4.3 OLNS \$.004908 per Query

7.4 **PACIFIC** and **SBC-SWBT** will waive nonrecurring charges for the initial establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query) for CLEC. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. PRICE AND PAYMENT

8.1 **SBC-AMERITECH** will charge CLEC \$2.00 for every Line Record update it accepts from CLEC via a manual fax.

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

- 10.1 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of SBC-12STATE. Any such losses or damages for which SBC-12STATE is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time SBC-12STATE receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- 10.2 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of SBC-12STATE's administration of Sleuth or Automatic Fraud Monitoring systems.
- 10.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of SBC-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SBC-12STATE is found liable as a result of its sole negligence.
- 10.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly arising out of SBC-12STATE's administration of SBC-12STATE's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which SBC-12STATE is found liable as a result of its gross negligence or willful misconduct.
- 10.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.
- 10.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless SBC-12STATE from any and

all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

- 11.1 **SBC-12STATE** MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, **SBC-12STATE** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX LIDB AND CNAM SERVICE

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APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 Neither **SBC-AMERITECH** nor **SNET** own a LIDB. Additionally, **SNET** does not own a CNAM Database. Both **SBC-AMERITECH** and **SNET** obtain these services from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to CLEC's Query access of **SBC-AMERITECH**'s and **SNET**'s data on SNET DG's Database. Query access to all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between CLEC and SNET DG. Any use of the possessive in this Agreement as applied to **SBC-AMERITECH** and **SNET** will not indicate ownership but shall have the relationship described in this paragraph 1.2.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.8 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.9 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.
- 2.2 **“Account Owner”** means a telecommunications company, including **SBC-13STATE** that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.
- 2.3 **“Personal Identification Number” (PIN)** means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **“Query”** means a message that represents a request to a Database for information.
- 2.5 **“Query Rate”** means a per-query usage rate that applies to each Query received at an **SBC-12STATE** Database.
- 2.6 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** STP to the SCP where LIDB and/or the CNAM Database resides and back.
- 2.7 **“Response”** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service and/or CNAM Query provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. **SBC-12STATE** provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:

- 3.1.1 Tariff FCC No. 2 (applicable only to **SBC-AMERITECH**)

- 3.1.2 Tariff FCC No. 73 (applicable only to **SBC-SWBT**)
- 3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to **SNET**)
- 3.1.4 Tariff FCC No. 128 (applicable only to **PACIFIC**)
- 3.2 **SBC-12STATE** will provide CLEC with access to **SBC-12STATE**'s CNAM Database for CNAM Query except **SBC-AMERITECH** will provide access to its CNAM Database after May 17, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to **SBC-12STATE**'s CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process Queries to its CNAM Database.
- 3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network. CLEC further agrees that **SBC-12STATE**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC-12STATE**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to **SBC-12STATE**.
- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in

effect that long or longer.

- 3.7 CLEC understands that access to **SBC-12STATE**'s LIDB and/or CNAM Database may not provide CLEC with access to all of the data of all Account Owners in **SBC-12STATE**'s LIDB and/or CNAM Database. When a region in **SBC-12STATE** implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that **SBC-12STATE** will comply with Account Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Account Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between CLEC and said Account Owner.
- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in **SBC-12STATE**'s LIDB and/or CNAM Database; accordingly **SBC-12STATE** is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 **SBC-12STATE** provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where **SBC-13STATE** is the incumbent local exchange carrier. CLEC agrees that any use of **SBC-12STATE**'s LIDB, for the provision of LIDB Service Applications and/or CNAM Query by CLEC outside of the area where **SBC-13STATE** is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 CLEC will pay **SBC-12STATE** a per-Query rate for each Query initiated into **SBC-12STATE**'s LIDB and/or CNAM Database. CLEC will also pay **SBC-12STATE** a per-Query Transport Rate for each Validation and OLNS Query initiated into **SBC-12STATE**'s LIDB and for each CNAM Query initiated into **SBC-SWBT**'s LIDB. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service

Application, and/or CNAM Query in **SBC-SWBT** and **SBC-AMERITECH**. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

- 4.4 CLEC will make payment to **SBC-12STATE** for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, **SBC-12STATE** will record usage information for CLEC's LIDB Service Queries and/or CNAM Queries terminating to **SBC-12STATE**'s LIDB. **SBC-12STATE** will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 CLEC will notify **SBC-12STATE** when CLEC discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 **SBC-12STATE** will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to **SBC-12STATE**'s LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within **SBC-12STATE**'s incumbent serving areas and when such Queries support other uses of CLEC's service platforms.
- 4.10 If CLEC operates in more than one (1) State in **SBC-SWBT**'s or **SBC-AMERITECH**'s incumbent region(s), **SBC-SWBT** and/or **SBC-AMERITECH** will apply company-level rates to the LIDB Services and/or CNAM Query provided to CLEC under this Agreement. **SBC-SWBT** and/or **SBC-AMERITECH** will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.
- 4.11 The following applies only to **PACIFIC**:
 - 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, **PACIFIC** will record

usage information for CLEC's LIDB Service Queries terminating to **PACIFIC**'s LIDB. **PACIFIC** will use its SCPs as the source of usage data.

- 4.11.2 Until such time as **PACIFIC** has the usage recording ability set forth in Section 4.5 above, CLEC will provide **PACIFIC** with usage information from which **PACIFIC** will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to **PACIFIC**'s Calling Name Database and to **PACIFIC**'s LIDB for OLNS Queries. CLEC will provide such information to **PACIFIC** on a monthly basis by a date agreed to by **PACIFIC** and CLEC. CLEC will deliver such information to locations specified by **PACIFIC**. If CLEC uses a third-party's network to access **PACIFIC**'s Calling Name Database and/or **PACIFIC**'s LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide **PACIFIC** with recordings of CLEC's usage, **PACIFIC** will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.
- 4.11.3 CLEC will provide to, or cause to be provided to, **PACIFIC** CNAM Query and/or OLNS Query usage information at no additional charge to **PACIFIC**. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide **PACIFIC** with reports that identifies usage by Originating Point Code. CLEC and **PACIFIC** will agree upon the format and media type that CLEC will use to provide such usage data to **PACIFIC**. CLEC understands and agrees that **PACIFIC** cannot identify access by Account Owner until **PACIFIC** has the capability set forth in Section 4.5 above. When **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** will bill CLEC based upon **PACIFIC**'s own usage recordings as set forth in Section 4.5 above.
- 4.11.4 **PACIFIC** will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.
- 4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that **PACIFIC** will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to **PACIFIC**'s network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to **PACIFIC**'s Calling Name Database or **PACIFIC**'s LIDB for OLNS Queries, including such charges from **PACIFIC**. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to **PACIFIC** for billing. Once **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from **PACIFIC** as set

forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, **PACIFIC** will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

- 5.1 Telecommunications companies depositing information in **SBC-12STATE**'s LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.
- 5.2 Unless expressly authorized in writing by the Parties, CLEC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. CLEC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC access from **SBC-12STATE**'s LIDB. **SBC-12STATE** agrees that CLEC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that SWBT **SBC-12STATE** may use statistics for the same purposes. CLEC may aggregate individual LIDB statistics regarding the number of CLEC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.
- 5.3 Proprietary information residing in **SBC-12STATE**'s LIDB and/or CNAM Database is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:
 - 5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number
 - 5.3.2 PIN Number(s)
 - 5.3.3 Billed Number Screening (BNS) indicators
 - 5.3.4 Class of Service (also referred to as Service or Equipment)
 - 5.3.5 Reports on LIDB and CNAM Query usage
 - 5.3.6 Information related to billing for LIDB and CNAM Query usage

5.3.7 LIDB and CNAM Query usage statistics

- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information received in a Response from **SBC-12STATE**'s LIDB and/or CNAM Database.
- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from **SBC-12STATE**'s LIDB and/or CNAM Database.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice given ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC-12STATE** or CLEC to terminate the Appendix, **SBC-12STATE** and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.
- 7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

- 7.3 In no event shall **SBC-12STATE** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.
- 7.4 **SBC-12STATE** is furnishing access to its LIDB and/or CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC-12STATE** agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that **SBC-12STATE** can furnish Line Record information only as accurate and current as the information has been provided to **SBC-12STATE** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by **SBC-12STATE**'s willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY **SBC-12STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-12STATE** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, **SBC-12STATE** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.
- 7.6 CLEC acknowledges that **SBC-12STATE**'s Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also

acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC-12STATE**, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in **SBC-12STATE**'s Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-12STATE**'s willful misconduct or gross negligence.

- 7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-12STATE**'s Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-12STATE** harmless from and defend and indemnify **SBC-12STATE** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC-12STATE**'s willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from **SBC-12STATE** shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section

20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

10.1 CLEC agrees to make its Line Record Information available to **SBC-12STATE**. Should CLEC store its Line Record information in a database other than **SBC-12STATE**'s, CLEC will make such Information available to **SBC-12STATE** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC-12STATE** and the database provider. **SBC-12STATE** agrees to negotiate in good faith to reach such an agreement. If **SBC-12STATE** is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by **SBC-12STATE**'s service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AM-IL means the applicable above listed ILEC doing business in Illinois.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AM-IL under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if AM-IL provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AM-IL and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-IL shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix

PRICING to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

- 1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
B	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
C	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

For Unbundled Interoffice Transmission Facilities:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: FCC #2, Section 7, Subsection 7.7
B	See: FCC #2, Section 7, Subsection 7.7
C	See: FCC #2, Section 7, Subsection 7.7

- 1.8 For modifications of AM-IL's plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.
- 2.2 CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AM-IL will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AM-IL will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AM-IL network, without any changes to AM-IL’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AM-IL to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST).

4.2 General Principles for Stand Alone ULS

- 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a AM-IL End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, AM-IL will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

- 4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).
- 4.3.3 As described in the FCC Merger Appendix, a credit will be generated for access calls billed by Illinois Bell Telephone Company.

5. BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
Rates
07/23/01

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
<u>UNBUNDLED NETWORK ELEMENTS</u>					
<u>Unbundled Loops</u>					
2-Wire Analog -Rural (Access Area C)		\$	11.40	See NRC prices below	
2-Wire Analog - Suburban (Access Area B)		\$	7.07	See NRC prices below	
2-Wire Analog - Metro (Access Area A)		\$	2.59	See NRC prices below	
Conditioning for dB Loss		N/A			
4-Wire Analog - Rural (Access Area C)		\$	26.63	See NRC prices below	
4-Wire Analog - Suburban (Access Area B)		\$	16.82	See NRC prices below	
4-Wire Analog - Metro Access Area C)		\$	4.08	See NRC prices below	
2-Wire Digital - Rural (Access Area C)		\$	13.68	See NRC prices below	
2-Wire Digital - Suburban (Access Area B)		\$	8.88	See NRC prices below	
2-Wire Digital - Metro (Access Area A)		\$	2.71	See NRC prices below	
4-Wire Digital - Rural (Access Area C)		\$	61.56	See NRC prices below	
4-Wire Digital - Suburban (Access Area B)		\$	61.45	See NRC prices below	
4-Wire Digital - Metro (Access Area A)		\$	73.46	See NRC prices below	
DS3 Loop - Rural (Access Area C)		\$	893.25	See NRC prices below	
DS3 Loop - Suburban (Access Area B)		\$	886.89	See NRC prices below	
DS3 Loop - Metro (Access Area A)		\$	539.75	See NRC prices below	
<u>DSL Capable Loops</u>					
2-Wire Digital Loop ISDN/IDSL					
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural		See 2-Wire Digital		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban		See 2-Wire Digital		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro		See 2-Wire Digital		See NRC prices below	
2-Wire xDSL Loop					
PSD #1 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #1 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
4-Wire xDSL Loop					
PSD #3 - 4-Wire xDSL Loop Access Area C- Rural		\$	26.63	See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban		\$	16.82	See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area A- Metro		\$	4.08	See NRC prices below	
<u>IDSL Capable Loop</u>					
IDSL Loop Access Area C - Rural		\$	13.68	See NRC prices below	
IDSL Loop Access Area B - Suburban		\$	8.88	See NRC prices below	
IDSL Loop Access Area A - Metro		\$	2.71	See NRC prices below	
<u>HFPL Loop</u>					
* HFPL Loop - Access Area C- Rural		\$	5.70	N/A	N/A
* HFPL Loop - Access Area B- Suburban		\$	3.54	N/A	N/A
* HFPL Loop - Access Area A- Metro		\$	1.30	N/A	N/A
<u>Loop Qualification Process</u>					
Loop Qualification Process - Mechanized		N/A		\$ 0.10	N/A
Loop Qualification Process - Manual per minute		N/A		\$ 1.98	N/A
Loop Qualification Process - Detailed Manual		N/A		TBD	N/A

TBD -To be determined
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AMERITECH
TELEPHONE COMPANY
ILLINOIS
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APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	HFPL Splitter				
*	SBC owned splitter--line at a time	\$ 1.09		N/A	N/A
	DSL Conditioning Options - >12KFT and < 17.5KFT				
	Removal of Repeater Options	N/A		\$144.82	N/A
	Removal Bridged Tap Option	N/A		\$568.68	N/A
	Removal of Load Coil	N/A		\$569.92	N/A
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
	Removal of Repeater Options	N/A		\$178.87	N/A
	Removal Bridged Tap Option	N/A		\$458.41	N/A
	Removal of Load Coil	N/A		\$743.85	N/A
Loop Non-Recurring Charges (Excluding DS3)					
	Bus Service Order - Establish - Interim Rate per Second Interim Order	NA		\$ 13.17	N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order	NA		\$ 13.17	N/A
	Bus Line Connection	NA		\$ 25.08	N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order	NA		\$ 13.17	N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order	NA		\$ 13.17	N/A
	Res Line Connection	NA		\$ 25.08	N/A
*	HFPL Service Order Charge	NA		\$13.17	N/A
DS3 Loop Non-Recurring Charges					
	Administrative	N/A		\$ 207.41	N/A
	Design & Central Office	N/A		\$ 659.30	N/A
	Customer Connection	N/A		\$ 228.36	N/A
SUB-LOOPS					
	CO to RT sub-loop				
	2 Wire Analog - area A	\$ 3.72		See NRC prices below	
	2 Wire Analog - area B	\$ 5.50		See NRC prices below	
	2 Wire Analog - area C	\$ 6.73		See NRC prices below	
	4 Wire Analog - area A	\$ 7.71		See NRC prices below	
	4 Wire Analog - area B	\$ 14.13		See NRC prices below	
	4 Wire Analog - area C	\$ 16.62		See NRC prices below	
	2 Wire DSL - area A	N/A		See NRC prices below	
	2 Wire DSL - area B	N/A		See NRC prices below	
	2 Wire DSL - area C	N/A		See NRC prices below	
	4 Wire DSL - area A	N/A		See NRC prices below	
	4 Wire DSL - area B	N/A		See NRC prices below	
	4 Wire DSL - area C	N/A		See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 9.55		See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 11.69		See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 15.30		See NRC prices below	
	4 Wire DS1 Compatible - area A	\$ 80.71		See NRC prices below	
	4 Wire DS1 Compatible - area B	\$ 79.21		See NRC prices below	
	4 Wire DS1 Compatible - area C	\$ 93.21		See NRC prices below	
	DS3 compatible subloop - area A	\$ 537.15		See NRC prices below	
	DS3 compatible subloop - area B	\$ 865.98		See NRC prices below	
	DS3 compatible subloop - area C	\$ 871.00		See NRC prices below	
	CO to SAI Sub-Loop				
	2 Wire Analog - area A	\$ 3.70		See NRC prices below	
	2 Wire Analog - area B	\$ 6.98		See NRC prices below	
	2 Wire Analog - area C	\$ 7.83		See NRC prices below	
	4 Wire Analog - area A	\$ 7.70		See NRC prices below	
	4 Wire Analog - area B	\$ 17.18		See NRC prices below	
	4 Wire Analog - area C	\$ 18.85		See NRC prices below	
	2 Wire DSL - area A	\$ 3.54		See NRC prices below	
	2 Wire DSL - area B	\$ 6.73		See NRC prices below	
	2 Wire DSL - area C	\$ 6.84		See NRC prices below	
	4 Wire DSL - area A	\$ 6.77		See NRC prices below	
	4 Wire DSL - area B	\$ 13.17		See NRC prices below	
	4 Wire DSL - area C	\$ 13.33		See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 4.52		See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 11.36		See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 13.82		See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	

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AMERITECH/BITWISE COMMUNICATIONS, INC

		AIT Generic Rates		
ILLINOIS		AIT RECURRING		AIT NON-REC.
		Monthly		
	DS3 compatible subloop - area A	N/A		See NRC prices below
	DS3 compatible subloop - area B	N/A		See NRC prices below
	DS3 compatible subloop - area C	N/A		See NRC prices below
CO to Terminal sub-loop				
	2 Wire Analog - area A	\$ 3.68		See NRC prices below
	2 Wire Analog - area B	\$ 11.27		See NRC prices below
	2 Wire Analog - area C	\$ 16.51		See NRC prices below
	4 Wire Analog - area A	\$ 7.74		See NRC prices below
	4 Wire Analog - area B	\$ 25.73		See NRC prices below
	4 Wire Analog - area C	\$ 36.19		See NRC prices below
	2 Wire DSL - area A	\$ 3.53		See NRC prices below
	2 Wire DSL - area B	\$ 11.02		See NRC prices below
	2 Wire DSL - area C	\$ 15.52		See NRC prices below
	4 Wire DSL - area A	\$ 6.80		See NRC prices below
	4 Wire DSL - area B	\$ 21.71		See NRC prices below
	4 Wire DSL - area C	\$ 30.68		See NRC prices below
	2 Wire ISDN Compatible - area A	\$ 4.51		See NRC prices below
	2 Wire ISDN Compatible - area B	\$ 15.65		See NRC prices below
	2 Wire ISDN Compatible - area C	\$ 22.50		See NRC prices below
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below
	DS3 compatible subloop - area A	N/A		See NRC prices below
	DS3 compatible subloop - area B	N/A		See NRC prices below
	DS3 compatible subloop - area C	N/A		See NRC prices below
RT to SAI sub-loop				
	2 Wire Analog - area A	\$ 0.99		See NRC prices below
	2 Wire Analog - area B	\$ 1.64		See NRC prices below
	2 Wire Analog - area C	\$ 1.70		See NRC prices below
	4 Wire Analog - area A	\$ 2.00		See NRC prices below
	4 Wire Analog - area B	\$ 3.34		See NRC prices below
	4 Wire Analog - area C	\$ 3.35		See NRC prices below
	2 Wire DSL - area A	\$ 0.99		See NRC prices below
	2 Wire DSL - area B	\$ 1.64		See NRC prices below
	2 Wire DSL - area C	\$ 1.70		See NRC prices below
	4 Wire DSL - area A	\$ 2.00		See NRC prices below
	4 Wire DSL - area B	\$ 3.34		See NRC prices below
	4 Wire DSL - area C	\$ 3.35		See NRC prices below
	2 Wire ISDN Compatible - area A	\$ 0.99		See NRC prices below
	2 Wire ISDN Compatible - area B	\$ 1.64		See NRC prices below
	2 Wire ISDN Compatible - area C	\$ 1.70		See NRC prices below
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below
	DS3 compatible subloop - area A	N/A		See NRC prices below
	DS3 compatible subloop - area B	N/A		See NRC prices below
	DS3 compatible subloop - area C	N/A		See NRC prices below
RT to Terminal sub-loop				
	2 Wire Analog - area A	\$ 0.98		See NRC prices below
	2 Wire Analog - area B	\$ 5.93		See NRC prices below
	2 Wire Analog - area C	\$ 10.38		See NRC prices below
	4 Wire Analog - area A	\$ 2.03		See NRC prices below
	4 Wire Analog - area B	\$ 11.88		See NRC prices below
	4 Wire Analog - area C	\$ 20.70		See NRC prices below
	2 Wire DSL - area A	\$ 0.98		See NRC prices below
	2 Wire DSL - area B	\$ 5.93		See NRC prices below
	2 Wire DSL - area C	\$ 10.38		See NRC prices below
	4 Wire DSL - area A	\$ 2.03		See NRC prices below
	4 Wire DSL - area B	\$ 11.88		See NRC prices below
	4 Wire DSL - area C	\$ 20.70		See NRC prices below
	2 Wire ISDN Compatible - area A	\$ 0.98		See NRC prices below
	2 Wire ISDN Compatible - area B	\$ 5.93		See NRC prices below
	2 Wire ISDN Compatible - area C	\$ 10.38		See NRC prices below
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below
	DS3 compatible subloop - area A	N/A		See NRC prices below
	DS3 compatible subloop - area B	N/A		See NRC prices below
	DS3 compatible subloop - area C	N/A		See NRC prices below

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AMERITECH/BITWISE COMMUNICATIONS, INC

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
RT to NID sub-loop					
	2 Wire Analog - area A	\$	2.14		See NRC prices below
	2 Wire Analog - area B	\$	7.36		See NRC prices below
	2 Wire Analog - area C	\$	11.84		See NRC prices below
	4 Wire Analog - area A	\$	4.36		See NRC prices below
	4 Wire Analog - area B	\$	14.74		See NRC prices below
	4 Wire Analog - area C	\$	23.64		See NRC prices below
	2 Wire DSL - area A	\$	2.14		See NRC prices below
	2 Wire DSL - area B	\$	7.36		See NRC prices below
	2 Wire DSL - area C	\$	11.84		See NRC prices below
	4 Wire DSL - area A	\$	4.36		See NRC prices below
	4 Wire DSL - area B	\$	14.74		See NRC prices below
	4 Wire DSL - area C	\$	23.64		See NRC prices below
	2 Wire ISDN Compatible - area A	\$	2.14		See NRC prices below
	2 Wire ISDN Compatible - area B	\$	7.36		See NRC prices below
	2 Wire ISDN Compatible - area C	\$	11.84		See NRC prices below
	4 Wire DS1 Compatible - area A	\$	22.88		See NRC prices below
	4 Wire DS1 Compatible - area B	\$	33.15		See NRC prices below
	4 Wire DS1 Compatible - area C	\$	42.04		See NRC prices below
	DS3 compatible subloop - area A	\$	537.15		See NRC prices below
	DS3 compatible subloop - area B	\$	865.98		See NRC prices below
	DS3 compatible subloop - area C	\$	871.00		See NRC prices below
SAI to Terminal sub-loop					
	2 Wire Analog - area A	\$	1.94		See NRC prices below
	2 Wire Analog - area B	\$	6.00		See NRC prices below
	2 Wire Analog - area C	\$	9.89		See NRC prices below
	4 Wire Analog - area A	\$	3.93		See NRC prices below
	4 Wire Analog - area B	\$	11.99		See NRC prices below
	4 Wire Analog - area C	\$	19.76		See NRC prices below
	2 Wire DSL - area A	\$	1.94		See NRC prices below
	2 Wire DSL - area B	\$	6.00		See NRC prices below
	2 Wire DSL - area C	\$	9.89		See NRC prices below
	4 Wire DSL - area A	\$	3.93		See NRC prices below
	4 Wire DSL - area B	\$	11.99		See NRC prices below
	4 Wire DSL - area C	\$	19.76		See NRC prices below
	2 Wire ISDN Compatible - area A	\$	1.94		See NRC prices below
	2 Wire ISDN Compatible - area B	\$	6.00		See NRC prices below
	2 Wire ISDN Compatible - area C	\$	9.89		See NRC prices below
	4 Wire DS1 Compatible - area A		N/A		See NRC prices below
	4 Wire DS1 Compatible - area B		N/A		See NRC prices below
	4 Wire DS1 Compatible - area C		N/A		See NRC prices below
	DS3 compatible subloop - area A		N/A		See NRC prices below
	DS3 compatible subloop - area B		N/A		See NRC prices below
	DS3 compatible subloop - area C		N/A		See NRC prices below
SAI to NID sub-loop					
	2 Wire Analog - area A	\$	3.08		See NRC prices below
	2 Wire Analog - area B	\$	7.41		See NRC prices below
	2 Wire Analog - area C	\$	11.36		See NRC prices below
	4 Wire Analog - area A	\$	6.25		See NRC prices below
	4 Wire Analog - area B	\$	14.84		See NRC prices below
	4 Wire Analog - area C	\$	22.70		See NRC prices below
	2 Wire DSL - area A	\$	3.08		See NRC prices below
	2 Wire DSL - area B	\$	7.41		See NRC prices below
	2 Wire DSL - area C	\$	11.36		See NRC prices below
	4 Wire DSL - area A	\$	6.25		See NRC prices below
	4 Wire DSL - area B	\$	14.84		See NRC prices below
	4 Wire DSL - area C	\$	22.70		See NRC prices below
	2 Wire ISDN Compatible - area A	\$	3.08		See NRC prices below
	2 Wire ISDN Compatible - area B	\$	7.41		See NRC prices below
	2 Wire ISDN Compatible - area C	\$	11.36		See NRC prices below
	4 Wire DS1 Compatible - area A		N/A		See NRC prices below
	4 Wire DS1 Compatible - area B		N/A		See NRC prices below
	4 Wire DS1 Compatible - area C		N/A		See NRC prices below
	DS3 compatible subloop - area A		N/A		See NRC prices below
	DS3 compatible subloop - area B		N/A		See NRC prices below
	DS3 compatible subloop - area C		N/A		See NRC prices below
Terminal to NID sub-loop					
	2 Wire Analog - area A	\$	1.75		See NRC prices below
	2 Wire Analog - area B	\$	2.04		See NRC prices below

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		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	2 Wire Analog - area C	\$	2.08	See NRC prices below	
	4 Wire Analog - area A	\$	3.56	See NRC prices below	
	4 Wire Analog - area B	\$	4.09	See NRC prices below	
	4 Wire Analog - area C	\$	4.17	See NRC prices below	
	2 Wire DSL - area A	\$	1.75	See NRC prices below	
	2 Wire DSL - area B	\$	2.04	See NRC prices below	
	2 Wire DSL - area C	\$	2.08	See NRC prices below	
	4 Wire DSL - area A	\$	3.56	See NRC prices below	
	4 Wire DSL - area B	\$	4.09	See NRC prices below	
	4 Wire DSL - area C	\$	4.17	See NRC prices below	
	2 Wire ISDN Compatible - area A	\$	1.75	See NRC prices below	
	2 Wire ISDN Compatible - area B	\$	2.04	See NRC prices below	
	2 Wire ISDN Compatible - area C	\$	2.08	See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	
	DS3 compatible subloop - area C	N/A		See NRC prices below	
NID sub-loop element					
	2 Wire Analog - area A	\$	0.19	See NRC prices below	
	2 Wire Analog - area B	\$	0.24	See NRC prices below	
	2 Wire Analog - area C	\$	0.20	See NRC prices below	
	4 Wire Analog - area A	\$	0.42	See NRC prices below	
	4 Wire Analog - area B	\$	0.50	See NRC prices below	
	4 Wire Analog - area C	\$	0.42	See NRC prices below	
	2 Wire DSL - area A	\$	0.19	See NRC prices below	
	2 Wire DSL - area B	\$	0.24	See NRC prices below	
	2 Wire DSL - area C	\$	0.20	See NRC prices below	
	4 Wire DSL - area A	\$	0.42	See NRC prices below	
	4 Wire DSL - area B	\$	0.50	See NRC prices below	
	4 Wire DSL - area C	\$	0.42	See NRC prices below	
	2 Wire ISDN Compatible - area A	\$	0.19	See NRC prices below	
	2 Wire ISDN Compatible - area B	\$	0.24	See NRC prices below	
	2 Wire ISDN Compatible - area C	\$	0.20	See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	
	DS3 compatible subloop - area C	N/A		See NRC prices below	
SPOI sub-loop element					
	2 Wire Analog - area A	\$	0.82	See NRC prices below	
	2 Wire Analog - area B	\$	0.82	See NRC prices below	
	2 Wire Analog - area C	\$	0.82	See NRC prices below	
	4 Wire Analog - area A	\$	1.65	See NRC prices below	
	4 Wire Analog - area B	\$	1.65	See NRC prices below	
	4 Wire Analog - area C	\$	1.65	See NRC prices below	
	2 Wire DSL - area A	\$	0.82	See NRC prices below	
	2 Wire DSL - area B	\$	0.82	See NRC prices below	
	2 Wire DSL - area C	\$	0.82	See NRC prices below	
	4 Wire DSL - area A	\$	1.65	See NRC prices below	
	4 Wire DSL - area B	\$	1.65	See NRC prices below	
	4 Wire DSL - area C	\$	1.65	See NRC prices below	
	2 Wire ISDN Compatible - area A	\$	0.82	See NRC prices below	
	2 Wire ISDN Compatible - area B	\$	0.82	See NRC prices below	
	2 Wire ISDN Compatible - area C	\$	0.82	See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	
	DS3 compatible subloop - area C	N/A		See NRC prices below	
Sub-Loop Non-Recurring Charges					
	2-Wire Analog Sub-Loop			\$	238.21
	4-Wire Analog Sub-Loop			\$	239.27
	2-Wire xDSL Digital Sub-Loop			\$	274.66
	4-Wire xDSL Digital Sub-Loop			\$	279.25
	2-Wire ISDN Digital Sub-Loop			\$	305.92

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AMERITECH/BITWISE COMMUNICATIONS, INC

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			\$	513.73
	DS3 Sub-Loop			\$	677.02
	Service Order Charge				
	Establish, per occasion			\$	13.17
	Add or change, per occasion			\$	13.17
	Line Connection Charge				
	per occasion			\$	25.08
	Sub-Loop Inquiry Charge	N/A		\$	78.29 N/A
DSL Cross Connects					
*	HFPL Cross Connect - CLEC Owned Non Integrated	\$	0.56	\$	140.53 N/A
*	HFPL Cross Connect - CLEC Owned Integrated	\$	0.56	\$	140.53 N/A
*	HFPL Cross Connect - SBC Owned	\$	0.56	\$	140.53 N/A
The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL OSS Charge					
*	HFPL OSS Charge - per line	\$	0.87		N/A N/A
HFPL LST					
	Line & Station Transfer(LST)	N/A		TBD	TBD
Loop Cross Connects					
	DS3 C.O. Cross-Connect to Collocation	\$	33.14		N/A N/A
Unbundled Local Switching					
		USAGE			
**	ULS Usage, per Originating or Terminating MOU (statewide)	\$	-		NA NA
** Pursuant to ICC Dockets #96-0486/0569 Consolidated					
		PER MESSAGE			
	Daily Usage Feed (DUF), per message	\$	0.000918		
	Customized Routing, per Line Class Code, per switch	N/A		\$	232.00 NA
	Billing Establishment, per CLEC, per switch	NA		\$	138.12 NA
	Service Coordination Fee, per CLEC bill, per switch	\$	1.15		N/A NA
Unbundled Local Switching with Shared Transport					
		USAGE			
**	ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$	-		NA NA
	ULS-ST Blended Transport MOU	\$	0.001262		NA NA
	ULS-ST Reciprocal Compensation MOU	\$	0.001100		NA NA
	ULS-ST Common Transport MOU	\$	0.000809		NA NA
	ULS-ST Tandem Switching MOU	\$	0.000215		NA NA
		PER MESSAGE			
	SS7 Signaling Transport associated with ULS-ST	\$	0.000176		N/A NA
	Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch	N/A		\$	131.45 NA
Port Charge Per Month					
	Analog Line Port	\$	5.01	\$	53.01 N/A
	Ground Start Port	\$	5.78	\$	53.01 N/A
	Analog DID Trunk Port	\$	10.63	\$	53.01 N/A
	ISDN BRI Port	\$	28.42	\$	53.01 N/A
	ISDN PRI Port	\$	155.90	\$	778.06 N/A
	Digital Trunking Trunk Port	\$	102.08	\$	778.06 N/A
	DS1 Trunk Port	\$	56.78	\$	778.06 N/A
	Centrex Basic Line Port	\$	9.55	\$	53.01 N/A
	Centrex ISDN BRI Port	\$	42.07	\$	53.01 N/A
	Centrex EKL Line Port	\$	27.84	\$	53.01 N/A
	Centrex Attendant Console Line Port	\$	86.89	\$	106.01 N/A
Port Non-Recurring Charges					
	Service Order - Line Port, per occasion	NA		\$	16.37 N/A
	Service Order - Trunk Port, per occasion	NA		\$	410.63 N/A
	Service Order - Record Order, per occasion	NA		\$	14.60 N/A
	Conversion from one port type to another, per each port changed	NA		\$	47.75 N/A
Cross Connects					
	2-Wire	\$	0.14		NA NA
	4-Wire	\$	0.31		NA NA
	6-Wire	\$	0.45		NA NA

TBD -To be determined
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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 Rates
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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC

			AIT Generic Rates			
ILLINOIS			AIT RECURRING		AIT NON-REC.	
			Monthly			
	8-Wire		\$ 0.62		NA	NA
	DS1/LT1		\$ 0.43		NA	NA
	DS3/LT3		\$ 0.76		NA	NA
	OC3		\$ 76.83		NA	NA
	OC12		\$ 405.01		NA	NA
	OC48		\$ 981.34		NA	NA
<u>Tandem Switching</u>						
	per minute of use (without Tandem Trunks)		\$ 0.000569		NA	NA
<u>Dedicated Transport</u>						
	Entrance Facility:					
DS1	Area A		\$ 73.46		NA	NA
	Area B		\$ 61.45		NA	NA
	Area C		\$ 61.56		NA	NA
DS3	Area A		\$ 686.47		NA	NA
	Area B		\$ 768.77		NA	NA
	Area C		\$ 752.87		NA	NA
OC3	All Areas		\$ 311.34		NA	NA
OC12	All Areas		\$ 547.79		NA	NA
OC48	All Areas		\$ 2,418.86		NA	NA
Interoffice Transport:						
DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas		\$ 17.35		NA	NA
	Interoffice Mileage - Per Mile - All Areas		\$ 1.88		NA	NA
DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas		\$ 146.93		NA	NA
	Interoffice Mileage - Per Mile - All Areas		\$ 29.81		NA	NA
OC3	Interoffice Mileage Termination - Per Point of Termination - All Areas		\$ 342.69		NA	NA
	Interoffice Mileage - Per Mile - All Areas		\$ 208.80		NA	NA
OC12	Interoffice Mileage Termination - Per Point of Termination - All Areas		\$ 571.38		NA	NA
	Interoffice Mileage - Per Mile - All Areas		\$ 376.16		NA	NA
OC48	Interoffice Mileage Termination - Per Point of Termination - All Areas		\$ 1,269.31		NA	NA
	Interoffice Mileage - Per Mile - All Areas		\$ 320.69		NA	NA
<u>Multiplexing</u>						
	DS1 to Voice Grade		\$ 275.34		NA	NA
	DS3 to DS1		\$ 404.30		NA	NA
OC3	Add/Drop Multiplexing - Per Arrangement		\$ 542.03		NA	NA
	Add/Drop Function					
	- Per DS3 Add or Drop		\$ 105.15		NA	NA
	- Per DS1 Add or Drop		\$ 32.48		NA	NA
OC12	Add/Drop Multiplexing - Per Arrangement		\$ 637.78		NA	NA
	Add/Drop Function					
	- Per OC3 Add or Drop		\$ 146.47		NA	NA
	- Per DS3 Add or Drop		\$ 31.77		NA	NA
OC48	Add/Drop Multiplexing - Per Arrangement		\$ 724.77		NA	NA
	Add/Drop Function					
	- Per OC12 Add or Drop		\$ 317.08		NA	NA
	- Per OC3 Add or Drop		\$ 146.91		NA	NA
	- Per DS3 Add or Drop		\$ 49.90		NA	NA
<u>Dedicated Transport Cross Connects</u>						
DS1			\$ 0.43		NA	NA
DS3			\$ 0.76		NA	NA
OC3			\$ 76.83		NA	NA
OC12			\$ 405.01		NA	NA
OC48			\$ 981.34		NA	NA
<u>Dark Fiber</u>						
	Dark Fiber Interoffice					
	Dark Fiber Interoffice Termination (Per Termination per Fiber)		\$81.19		NA	NA
	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		\$0.00179		NA	NA
	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		\$3.43		NA	NA
	Dark Fiber Loop					
	Dark Fiber Loop Termination (Per Termination per Fiber)		\$13.02		NA	NA
	Dark Fiber Loop Mileage (Per Fiber per Foot)		\$0.00210		NA	NA
	Dark Fiber Loop Cross Connect (Per Termination per Fiber)		\$2.71		NA	NA
	Inquiry (Per Request)					

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AMERITECH
TELEPHONE COMPANY
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AMERITECH/BITWISE COMMUNICATIONS, INC

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	Dark Fiber Loop - NRC	NA		\$75.13	NA
	Dark Fiber Sub-Loop - NRC	NA		\$75.13	NA
	Dark Fiber Interoffice Transport - NRC	NA		\$322.13	NA
FIRM ORDER (Per Fiber Strand)					
	Administrative per Order	NA		\$23.06	NA
	Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA		\$417.16	NA
	Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)	NA		\$417.16	NA
	Dark Fiber Interoffice Transport - NRC	NA		\$594.15	NA
Digital Cross-Connect System					
DCS Port Charge					
DS1		ICB		ICB	NA
DS3		ICB		ICB	NA
DCS Establishment Charge		ICB		ICB	NA
Database Modification Charge		ICB		ICB	NA
Reconfiguration Charge		ICB		ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)					
On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions					
DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			\$ 443.18	NA
OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 41.59		NA	NA
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 41.59		\$ 2,819.25	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC3 Entrance Facility	\$ 41.59		NA	NA
	- (2) Per Quarter Route Mile	\$ 62.34		NA	NA
OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 205.74		NA	NA
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 205.74		\$ 2,819.25	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC12 Entrance Facility	\$ 205.74		NA	NA
	- (2) Per Quarter Route Mile	\$ 54.20		NA	NA
OC48	1+1 Protection - Per OC48 Entrance Facility	\$ 848.18		NA	NA
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 848.18		\$ 2,819.25	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC48 Entrance Facility	\$ 848.18		NA	NA
	- (2) Per Quarter Route Mile	\$ 96.65		NA	NA
Dedicated Transport Installation & Rearrangement Charges					
DS1	Administration Charge - Per Order	NA		\$ 406.61	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 632.71	NA
	Carrier Connection Charge - Per Order	NA		\$ 585.51	NA
DS3	Administration Charge - Per Order	NA		\$ 308.22	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 671.16	NA
	Carrier Connection Charge - Per Order	NA		\$ 377.25	NA
OC3	Administration Charge - Per Order	NA		\$ 123.65	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 564.71	NA
	Carrier Connection Charge - Per Order	NA		\$ 875.11	NA
OC12	Administration Charge - Per Order	NA		\$ 123.65	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 564.71	NA
	Carrier Connection Charge - Per Order	NA		\$ 875.11	NA
OC48	Administration Charge - Per Order	NA		\$ 123.65	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 564.71	NA
	Carrier Connection Charge - Per Order	NA		\$ 875.11	NA
Line Information Database - LIDB					
		USAGE			
Validation Query (Regional STP Access Includes SMS & Sleuth)		\$ 0.016151	(per query)	NA	NA
Query Transport (Regional STP Access Validation)		\$ 0.000020	(per query)	NA	NA
Validation Query (Local STP Access Includes SMS & Sleuth)		\$ 0.016151	(per query)	NA	NA
Query Transport (Local STP Access Validation)		\$ 0.000132	(per query)	NA	NA
CNAM Database Query (Regional STP Access Includes SMS)		\$ 0.009942	(per query)	NA	NA
CNAM Database Query (Local STP Access Includes SMS)		\$ 0.009942	(per query)	NA	NA
Service Order Cost		NA		\$ 25.00	NA
Service Establishment Charge		NA		NA	NA
LIDB Data Storage & Administration					
	Manual Update	NA		\$ 2.00	(Per Update)
800 Database					
		USAGE			

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AMERITECH
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		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	Toll Free Database Query (Regional STP Access)	\$	0.001129 (per query)		
	Call Handling and Destination (Regional STP Access)	\$	0.000125 (per query)		
	Toll Free Database Query (Local STP Access)	\$	0.001237 (per query)		
	Call Handling and Destination (Local STP Access)	\$	0.000234 (per query)		
SS7					
<u>SS7 Links - Cross Connects</u>					
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
<u>SS7 Links</u>					
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	<u>STP Port</u>	\$	263.19	\$	714.11 N/A
<u>SS7 Signalling</u>		<u>USAGE</u>			
	Signal Switching/IAM msg	\$	0.000133		
	Signal Transport/IAM msg	\$	0.000084		
	Signal Formulation/IAM msg	\$	0.000451		
	Signal Tandem Switching/IAM msg	\$	0.000299		
	Signal Switching/TCAP msg	\$	0.000108		
	Signal Transport/TCAP msg	\$	0.000057		
	Signal Formulation/TCAP msg	\$	0.000324		
	Point Code Addition	N/A		\$	24.75 N/A
	Global Title Translation Addition	N/A		\$	13.31 N/A
	Record				
	Disconnect				
<u>Unbundled Switch Port - Vertical Features</u>					
Analog Line Port Features (per feature per port):					
	Call Waiting	\$	-	TBD	N/A
	Call Forwarding Variable	\$	-	TBD	N/A
	Call Forwarding Busy Line	\$	-	TBD	N/A
	Call Forwarding Don't Answer	\$	-	TBD	N/A
	Three-Way Calling	\$	-	TBD	N/A
	Speed Calling - 8	\$	-	TBD	N/A
	Speed Calling - 30	\$	-	TBD	N/A
	Auto Callback/Auto Redial	\$	-	TBD	N/A
	Distinctive Ring/Priority Call	\$	-	TBD	N/A
	Selective Call Rejection/Call Blocker	\$	-	TBD	N/A
	Auto Recall/Call Return	\$	-	TBD	N/A
	Selective Call Forwarding	\$	-	TBD	N/A
	Calling Number Delivery	\$	-	TBD	N/A
	Calling Name Delivery	\$	-	TBD	N/A
	Calling Number/Name Blocking	\$	-	TBD	N/A
	Anonymous Call Rejection (to date only available in Texas)	NA		NA	N/A
	Remote Access to Call Forwarding (RACF)	\$	-	TBD	N/A
Analog Line Port Features:					
	Personalized Ring (per arrangement per port)	\$	-	TBD	N/A
	Hunting Arrangement (per arrangement)	\$	-	TBD	N/A
ISDN BRI Port Features (per B Channel, unless noted)					
	CSV/CSD per ISDN BRI port (required/provided)	\$	-		
Basic Electronic Key Line (EKL) Features					
Basic EKL provides:					
	Bridged Call Exclusion				
	Bridging				
	Call Forwarding Don't Answer				
	Call Forwarding Interface Busy				
	Call Forwarding Variable				
	Message Waiting Indicator				
	Speed Call (Long)				
	Speed Call (Short)				

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AMERITECH
 TELEPHONE COMPANY
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 AMERITECH/BITWISE COMMUNICATIONS, INC

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ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
Three-way Conference Calling					
Call Appearance Call Handling (CACH) EKL					
CACH EKL includes:					
Additional Call Offering (inherent)					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Intercom					
Key System Coverage for Analog Lines					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					
Basic individual features:					
Additional Call Offering					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Calling Number Delivery					
Hunt Group for CSD					
Hunt Group for CSV					
Message Waiting Indicator					
Secondary Only Telephone Number					
Three Way Conference Calling					
ISDN PRI Port Features					
Backup D Channel					
Calling Number Delivery					
Dynamic Channel Allocation					
DID #s - see Analog DID Trunk Port Features					
Analog Trunk Port Features (per feature per port)					
DID #s - per telephone number		\$ 0.01		NA	
DS1 Digital Trunk Port Features (per feature per port)					
DID #s - see Analog DID Trunk Port Features					
Unbundled Centrex System Options					
System Initial Establishment per Serving Office - Analog Only		NA		\$ 491.38	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix		NA		\$ 491.38	NA
System Initial Establishment per Serving Office - ISDN BRI Only		NA		\$ 491.38	NA
System Subsequent Change per Serving Office - Analog only system		NA		\$ 66.04	NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system		NA		\$ 66.04	NA
System Subsequent Change per Serving Office - ISDN BRI only system		NA		\$ 66.04	NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system		NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system		NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex					
System feature initialization per Centrex Common Block		\$ -		\$ 260.52	NA
System Features (per Centrex Common Block):		\$ 304.33		NA	NA
Automatic Callback Calling/Business Group Callback					
Call Forwarding Variable/Business Group Call Forwarding Variable					
Call Forwarding Busy Line					
Call Forwarding Don't Answer					
Call Hold					
Call Pickup					
Call Transfer - All Calls					
Call Waiting - Intragroup/Business Group Call Waiting					
Call Waiting - Originating					
Call Waiting - Terminating					
Class of Service Restriction - Fully Restricted					
Class of Service Restriction - Semi Restricted					

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		Monthly			
Class of Service Restriction - Toll Restricted					
Consultation Hold					
Dial Call Waiting					
Directed Call Pickup - Non Barge In					
Directed Call Pickup - With Barge In					
Distinctive Ringing and Call Waiting Tone					
Hunting Arrangement - Basic					
Hunting Arrangement - Circular					
Speed Calling Personal (short list)					
Three Way Calling					
ISDN BRI Port Features for Unbundled Centrex					
Circuit Switched Voice (CSV)/(CSD) per BRI					
Standard feature initialization per Centrex System		\$ -		\$ 260.52	NA
System features (per Centrex Common Block):		\$ 304.33		NA	NA
Additional Call Offering for CSV					
Automatic Callback Calling					
Call Forwarding Busy Line					
Call Forwarding Don't Answer					
Call Forwarding Variable					
Call Hold					
Call Pickup					
Call Transfer - All Calls					
Class of Service Restriction - Fully Restricted					
Class of Service Restriction - Semi Restricted					
Class of Service Restriction - Toll Restricted					
Consultation Hold					
Dial Call Waiting					
Directed Call Pickup - Non Barge In					
Directed Call Pickup - With Barge In					
Distinctive Ringing					
Hunting Arrangement - Basic					
Hunting Arrangement - Circular					
Speed Calling Personal (short list)					
Three Way Calling					
Custom Access Treatment Code (TX only)					
Denied Origination (TX only)					
Denied Termination (TX only)					
Intercom Dialing (TX only)					
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
<u>RESALE</u>					
See the "Illinois Resale Pricing" schedule					
Line Connection Charge					
Residence				NA	
Business				NA	
Service Order/Service Request Charge					
Residence				\$18.85	
Business				\$14.12	
Non-Electronic (Manual) Service Order Charge					
Residence				\$24.19	
Business				\$17.17	
<u>OTHER</u>					
Directory Assistance					
Directory Assistance, per occurrence		\$ 0.30		NA	NA
Directory Assistance Call Completion (DACC)		\$ 0.15		NA	NA

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		AIT Generic Rates			
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		Monthly			
	Directory Assistance/National Directory Assistance, per occurrence	\$	0.35	NA	NA
	Branding - Facility Based - Initial/Subsequent Load				
	- Branding, per trunk group	NA		\$ 800.00	NA
	Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	NA
	Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$ 1,000.00	NA
DA Listings					
DA Listing Liscense					
	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
	- per listing for initial load	NA		\$ 0.040	NA
	- per listing for subsequent updates	NA		\$ 0.060	NA
	Option #2 Full File (all states inclusive) Billable Release				
	- per listing for initial load	NA		\$ 0.020	NA
	- per listing for subsequent updates	NA		\$ 0.030	NA
	- per usage/query	NA		\$ 0.020	NA
	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
	- per listing for initial load	NA		\$ 0.050	NA
	- per listing for subsequent updates	NA		\$ 0.060	NA
	Option #4 Pick & Choose (by state) Billable Release				
	- per listing for initial load	NA		\$ 0.020	NA
	- per listing for subsequent updates	NA		\$ 0.030	NA
	- per usage/query	NA		\$ 0.020	NA
Operator Services					
	Fully Automated Call Processing, per occurrence	\$	0.15	NA	NA
	Operator Assisted Call Processing, per work second	\$	0.02	NA	NA
	Branding - Facility Based - Initial/Subsequent Load				
	- Branding, per trunk group	NA		\$ 800.00	NA
	Operator Services - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	NA
	Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$ 1,000.00	NA
	Ancillary Message Billing Compensation (Per Message)	\$	0.03	NA	NA
Structure Access - Poles & Ducts					
	Per Pole attachment	\$	2.36	NA	NA
	Per Foot of innerduct	\$	0.41	NA	NA
	Application fee			\$ 200.00	
Emergency Number Service Access					
	911 Selective Router Interconnection				
	-Digital DS1 Interface	\$	198.11	\$ 706.64	
	-Each DSO installed	\$	-	\$ 507.00	
	-Analog Channel Interface	\$	19.99	\$ 610.45	
	ANI/ALI/SR and Database Management				
	- Per 100 records, rounded up to nearest 100	\$	77.97	\$ 6.46	
	911 Selective Router Switch Administration				
	-Per Selective Router	\$	91.49	\$ 5,557.82	
RECIPROCAL COMPENSATION					
End Office Local Termination					
	Set up charge, per call	\$	0.009512		
	Duration charge, per MOU	\$	0.000967		
Tandem Switching					
	Set up charge, per call	\$	0.000496		
	Duration charge, per MOU	\$	0.000927		
Tandem Transport Termination, per MOU					
		\$	0.000201		
Tandem Transport Facility per MOU, per Mile					
		\$	0.000013		

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ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
TRANSIT SERVICE					
Tandem Switching					
	per minute of use	\$ 0.004836		NA	
Tandem Termination					
	per minute of use	\$ 0.000189		NA	
Tandem Facility					
	per minute of use	\$ 0.000093		NA	
COLLOCATION					
Applicable to Cageless Physical Collocation Only					
	Order Charge/Connect Order			\$ 401.98	
	Order Charge/Disconnect Order			\$ 10.22	
	COBO per Initial bay			\$ 18,591.79	
	50%			\$ 9,295.90	
	25%			\$ 4,647.95	
	COBO ea addl bay			\$ 4,180.28	
	50%			\$ 2,090.14	
	25%			\$ 1,045.07	
	CO Floor Space/bay	\$ 32.60			
	COBO per Initial Large bay			\$ 22,527.60	
	50%			\$ 11,263.80	
	25%			\$ 5,631.90	
	COBO ea addl Large bay			\$ 6,011.88	
	50%			\$ 3,005.94	
	25%			\$ 1,502.97	
	Order Charge/Connect Order			\$ 401.98	
	CO Floor Space/Large bay	\$ 174.62			
Applicable to Caged Physical & Shared Cage Physical Collocation Only					
	Order Charge per Connect Order			\$ 554.01	
	Order Charge/Disconnect order			\$ 10.22	
	COBO per initial 50 sqft			\$ 32,844.67	
	50%			\$ 16,422.34	
	25%			\$ 8,211.17	
	COBO ea addl 50 sqft			\$ 12,021.33	
	50%			\$ 6,010.67	
	25%			\$ 3,005.33	
	Enclosure 1st 50 sqft			\$ 2,957.51	
	enclosure ea addl 50 sqft			\$ 1,353.70	
	CO floor space/50 sqft	\$ 300.71			
Applicable to All Physical Collocation Offerings:					
	Cable Pulling Ca Vault to Node -1st ft			\$ 84.93	
	Cable pulling Ca Vault to Node -ea addl ft			\$ 0.84	
	Power Delivery/Power lead			\$ 1,802.03	
	Space Reservation			\$ 801.93	
	Entrance Conduit/innerduct/ft	\$ 0.06			
	Passive bay Term (bay&Panel)/DS1 term	\$ 0.57			
	Passive bay Term (bay&Panel)/DS3 term	\$ 7.29			
	200 Conductor Block (outside node)	\$ 64.25			
	Digital Timing Source/synch signal provided	\$ 12.81			
	DS1 repeater	\$ 5.95			
	DS3 repeater	\$ 34.51			
	Security Photo ID card/card			\$ 10.09	
Applicable to All Physical & Virtual Collocation Offerings					
	Cable Vault Splicing - per initial			\$ 209.75	
	Cable Vault Splicing - per subsequent			\$ 15.55	
	Splice Testing - per Initial			\$ 48.13	
	Splice Testing - per subsequent			\$ 2.83	
	Cable Pulling MH to Cable Vault-1st ft			\$ 227.60	
	Cable Pulling MH to Cable Vault-ea addl ft			\$ 1.14	
	Diverse Riser/ftr traversed			\$ 501.99	
	Power Consumption/Fuse Amp	N/A			

TBD -To be determined
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AMERITECH
TELEPHONE COMPANY
ILLINOIS
Rates
07/23/01

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	Power Msmt Billing/Customer Arrgt	\$ 11.49			
	Power Consumption/KWH	\$ 0.28			
	Power Msmt/Customer Arrgt			\$ 2,911.85	
	Power Msmt Engrg Charge/Existing Arrgt			\$ 272.47	
	200 Conductor Electrical Cross Connect Block	\$ 64.25			
	Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 15.21			
	Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 48.56			
	Optical Cross-Conn panel/OCX Panel segment	\$ 5.84			
	Riser space/ft	\$ 1.15			
<u>Applicable to Virtual Collocation Only</u>					
	Service Order			\$ 115.26	
	Cable Pulling-Vault to LGX Panel- 1st ft			\$ 84.93	
	Cable Pulling-Vault to LGX Panel- ea addl ft			\$ 0.84	
	Proj Mgmt Fee 7' bay			\$ 3,207.73	
	Proj Mgmt Fee - ea subs 7' bay			\$ 1,603.87	
	Proj Mgmt Fee shelf			\$ 2,405.80	
	Proj Mgmt Fee - ea addl shelf			\$ 1,443.48	
	Proj Mgmt Fee - per rearrangement			\$ 1,924.64	
	Power Delivery/7' Bay			\$ 1,802.03	
	Thru Connect per DSX1 to DSX1	\$ 0.24		\$ 7.13	
	Thru Connect per OCX to OCX	\$ 1.72		\$ 7.13	
	7' bay (Co. provided/installed)/bay	\$ 26.28		\$ 452.34	
	7' bay (cust provided/installed)/bay	\$ 22.34			
	Riser Space/fiber termination	\$ 1.51			
	Digital Timing Source/timing ckt	\$ 2.57			
	Entrance Facility/ft	\$ 0.06			
<u>Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)</u>					
	Cable Racking/ft	\$ 0.70			
	Project Mgmt Fee			\$ 1,028.66	
<u>Premises Report</u>					
	Premises Report t			T&M	
	Note: T & M - Time and Materials				

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

IL **ACCESS (Recurring)**

Item	Discount

RES

Access Lines MSA1-Area A	19.6%
Access Line MSA1-Area B	12.7%
Access Line MSA1-Area C	9.9%
Access Line Other MSAs-Area C	9.9%
Flat SL Rate Group 1	38.4%
Flat SL Rate Group 2	38.5%
Flat SL Rate Group 3	38.6%
Flat SL Rate Group 4	38.7%
Flat SL Rate Group 5	38.8%
Flat SL Rate Group 6	38.8%
Flat SL Rate Group 7	38.9%
Flat SL Rate Group 8	39.0%
Flat SL Rate Group 9	39.0%
Flat SL Rate Group 10	39.0%
Flat SL Rate Group 11	39.1%
Flat Group 1 Family Plan	39.4%
Flat Group 2 Family Plan	39.5%
Flat Group 3 Family Plan	39.7%
Flat Group 4 Family Plan	39.7%
Flat Group 5 Family Plan	39.8%
Flat Group 6 Family Plan	41.7%
Flat Group 7 Family Plan	40.1%
Flat Group 8 Family Plan	40.3%
Flat Group 9 Family Plan	40.4%
Flat Group 10 Family Plan	40.5%
Flat Group 11 Family Plan	40.7%
Res Direct Line (S. Beloit)	5.2%

BUS

Business Direct Line, Single Line Sub - Area A	20.8%
Business Direct Line, Single Line Sub - Area B	13.8%
Business Direct Line, Single Line Sub - Area C	10.9%
Business Direct Line, Multiline Sub - Area A	20.8%
Business Direct Line, Multiline Sub - Area B	14.1%
Business Direct Line, Multiline Sub - Area C	11.8%
PBX Trunk, Single/Multiline Sub STF NA - Area A	20.8%
PBX Trunk, Single/Multiline Sub STF Applicable - Area A	0.0%
PBX Trunk, Single/Multiline Sub STF NA - Area B	14.1%
PBX Trunk, Single/Multiline Sub STF Applicable - Area B	5.3%
PBX Trunk, Single/Multiline Sub STF NA - Area C	11.8%
PBX Trunk, Single/Multiline Sub STF Applicable - Area C	5.6%
FlexLine Access Area A	20.4%
ServiceTransport Facility, per pair Area A	29.7%
ServiceTransport Facility, per pair Area B	22.8%
ServiceTransport Facility, per pair Area C	20.0%
Flat Rate Group 1	29.1%
Flat Rate Group 2	29.2%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Flat Rate Group 3	29.5%
Flat Rate Group 4	29.6%
Flat Rate Group 5	29.8%
Flat Rate Group 6	30.0%
Flat Rate Group 7	30.2%
Flat Rate Group 8	30.3%
Flat Rate Group 9	26.8%
Flat Rate Group 10	27.0%
Flat Rate Group 11	24.5%
PBX, Flat Rate Group 1	31.1%
PBX, Flat Rate Group 2	31.5%
PBX, Flat Rate Group 3	31.8%
PBX, Flat Rate Group 4	32.0%
PBX, Flat Rate Group 5	32.3%
PBX, Flat Rate Group 6	32.6%
PBX, Flat Rate Group 7	32.9%
PBX, Flat Rate Group 8	33.1%
PBX, Flat Rate Group 9	33.4%
PBX, Flat Rate Group 10	33.7%
PBX, Flat Rate Group 11	33.9%
Bus Direct Line (S. Beloit)	5.7%
FlexLine Access Area A	20.4%
FlexLine Access Area B	20.0%
FlexLine Access Area C	19.2%
STF Pair Complements Area A 100 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 100 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 100 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 100 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 100 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 100 Pair 1/4-1/2 3yr	15.0%
STF Pair Complements Area A 100 Pair 1/4-1/2 5yr	14.9%
STF Pair Complements Area A 100 Pair 1/4-1/2 7yr	14.9%
STF Pair Complements Area A 200 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 200 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 200 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 200 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 200 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 200 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 200 Pair 1/4-1/2 5yr	14.5%
STF Pair Complements Area A 200 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 200 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 200 Pair 1/2-3/4 3yr	14.6%
STF Pair Complements Area A 200 Pair 1/2-3/4 5yr	14.6%
STF Pair Complements Area A 200 Pair 1/2-3/4 7yr	14.6%
STF Pair Complements Area A 200 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 200 Pair 3/4-1 3yr	14.7%
STF Pair Complements Area A 200 Pair 3/4-1 5yr	14.7%
STF Pair Complements Area A 200 Pair 3/4-1 7yr	14.7%
STF Pair Complements Area A 300 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 300 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 300 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 300 Pair 0-1/4 7yr	14.6%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 300 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 300 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 300 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 300 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 300 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 5yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 7yr	14.4%
STF Pair Complements Area A 300 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 300 Pair 3/4-1 3yr	14.5%
STF Pair Complements Area A 300 Pair 3/4-1 5yr	14.5%
STF Pair Complements Area A 300 Pair 3/4-1 7yr	14.4%
STF Pair Complements Area A 300 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 300 Pair 1-1 1/4 3yr	14.6%
STF Pair Complements Area A 300 Pair 1-1 1/4 5yr	14.6%
STF Pair Complements Area A 300 Pair 1-1 1/4 7yr	14.6%
STF Pair Complements Area A 400 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 400 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 400 Pair 0-1/4 5yr	14.6%
STF Pair Complements Area A 400 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 400 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 400 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 400 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 400 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 400 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 400 Pair 1/2-3/4 5yr	14.3%
STF Pair Complements Area A 400 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 400 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 400 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 400 Pair 3/4-1 5yr	14.3%
STF Pair Complements Area A 400 Pair 3/4-1 7yr	14.3%
STF Pair Complements Area A 400 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1-1 1/4 3yr	14.5%
STF Pair Complements Area A 400 Pair 1-1 1/4 5yr	14.5%
STF Pair Complements Area A 400 Pair 1-1 1/4 7yr	14.4%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 3yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 5yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 7yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 3yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 5yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 7yr	14.5%
STF Pair Complements Area A 600 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 600 Pair 0-1/4 5yr	14.6%
STF Pair Complements Area A 600 Pair 0-1/4 7yr	14.5%
STF Pair Complements Area A 600 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 600 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 600 Pair 1/4-1/2 7yr	14.3%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 600 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 600 Pair 1/2-3/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 600 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 600 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 600 Pair 3/4-1 5yr	14.2%
STF Pair Complements Area A 600 Pair 3/4-1 7yr	14.2%
STF Pair Complements Area A 600 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1-1 1/4 3yr	14.3%
STF Pair Complements Area A 600 Pair 1-1 1/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1-1 1/4 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 3yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 5yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 600 Pair 1 3/4-2 3yr	14.4%
STF Pair Complements Area A 600 Pair 1 3/4-2 5yr	14.4%
STF Pair Complements Area A 600 Pair 1 3/4-2 7yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 2-2 1/4 3yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 5yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 7yr	14.4%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Complements Area A 900 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 900 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 900 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 900 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 900 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 900 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 900 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 900 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 900 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 900 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 900 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 900 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 900 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 900 Pair 1-1 1/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1-1 1/4 7yr	14.2%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 7yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 7yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 900 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Complements Area A 900 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 2-2 1/4 3yr	14.3%
STF Pair Complements Area A 900 Pair 2-2 1/4 5yr	14.3%
STF Pair Complements Area A 900 Pair 2-2 1/4 7yr	14.2%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 5yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 7yr	14.4%
STF Pair Complements Area A 1200 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1200 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1200 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1200 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1200 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 1200 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1200 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1200 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1200 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1200 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1200 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 3yr	20.2%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 INC	84.2%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 7yr	14.1%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1 3/4-2 5yr	14.2%
STF Pair Complements Area A 1200 Pair 1 3/4-2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 5yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Complements Area A 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Complements Area A 1200 Pair 2 3/4-3 7yr	14.4%
STF Pair Complements Area A 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 3-3 1/4 3yr	14.5%
STF Pair Complements Area A 1200 Pair 3-3 1/4 5yr	14.5%
STF Pair Complements Area A 1200 Pair 3-3 1/4 7yr	14.5%
STF Pair Complements Area A 1500 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1500 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1500 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1500 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1500 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 1500 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1500 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1500 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1500 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1500 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1500 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 7yr	14.1%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 1500 Pair 2-2 1/4 5yr	14.2%
STF Pair Complements Area A 1500 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Complements Area A 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1500 Pair 2 3/4-3 5yr	14.4%
STF Pair Complements Area A 1500 Pair 2 3/4-3 7yr	14.4%
STF Pair Complements Area A 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 3-3 1/4 3yr	14.5%
STF Pair Complements Area A 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Complements Area A 1800 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1800 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1800 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1800 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1800 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 1800 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1800 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1800 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1800 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1800 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1800 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 7yr	14.1%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 1800 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 1800 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 1800 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2100 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2100 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2100 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2100 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2100 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 2100 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2100 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 2100 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2100 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2100 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2100 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2100 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1-1 1/4 7yr	14.0%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2100 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2100 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2400 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2400 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2400 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2400 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2400 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 2400 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2400 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2400 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2400 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2400 Pair 3/4-1 7yr	14.1%

TBD - To Be Determined
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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2400 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2400 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2700 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2700 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2700 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2700 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2700 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 2700 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2700 Pair 1/2-3/4 7yr	14.1%

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 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 2700 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2700 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2700 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2700 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2700 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2700 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Complements Area A 3000 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 3000 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 3000 Pair 0-1/4 7yr	14.4%

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AMERITECH
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 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 3000 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 3000 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 3000 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 3000 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 3000 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 3000 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 3000 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 3000 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 3000 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 3/4-3 3yr	14.3%
STF Pair Complements Area A 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 3000 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Complements Area A 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 7yr	14.4%

TBD - To Be Determined
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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Complements Area A 3600 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 3600 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 3600 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 3600 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 3600 Pair 1/4-1/2 7yr	14.3%
STF Pair Complements Area A 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 3600 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 3600 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 3600 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 3600 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 3600 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 3600 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 3yr	14.3%
STF Pair Complements Area A 3600 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Complements Area A 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 3600 Pair 2 3/4-3 7yr	14.3%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
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 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Complements Area A 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Complements Area A 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area B 0-1/4 INC	84.1%
STF Pair Compliments Area B 100 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 100 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 100 Pair 0-1/4 7yr	14.7%
STF Pair Compliments Area B 100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 100 Pair 1/4-1/2 3yr	14.8%
STF Pair Compliments Area B 100 Pair 1/4-1/2 5yr	14.8%
STF Pair Compliments Area B 100 Pair 1/4-1/2 7yr	14.8%
STF Pair Compliments Area B 100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 100 Pair 1/2-3/4 3yr	15.0%
STF Pair Compliments Area B 100 Pair 1/2-3/4 5yr	15.0%
STF Pair Compliments Area B 100 Pair 1/2-3/4 7yr	15.0%
STF Pair Compliments Area B 100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 100 Pair 3/4-1 3yr	15.1%
STF Pair Compliments Area B 100 Pair 3/4-1 5yr	15.1%
STF Pair Compliments Area B 100 Pair 3/4-1 7yr	15.1%
STF Pair Compliments Area B 200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 200 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 200 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 200 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 200 Pair 1/4-1/2 7yr	14.4%
STF Pair Compliments Area B 200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1/2-3/4 3yr	14.5%
STF Pair Compliments Area B 200 Pair 1/2-3/4 5yr	14.5%
STF Pair Compliments Area B 200 Pair 1/2-3/4 7yr	14.5%
STF Pair Compliments Area B 200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 200 Pair 3/4-1 3yr	14.6%
STF Pair Compliments Area B 200 Pair 3/4-1 5yr	14.6%
STF Pair Compliments Area B 200 Pair 3/4-1 7yr	14.5%
STF Pair Compliments Area B 200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1-1 1/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1-1 1/4 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1-1 1/4 7yr	14.8%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 7yr	14.9%

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 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 7yr	14.9%
STF Pair Compliments Area B 300 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 300 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 300 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 300 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 300 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 300 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 300 Pair 1/2-3/4 5yr	14.3%
STF Pair Compliments Area B 300 Pair 1/2-3/4 7yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 300 Pair 3/4-1 3yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 5yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 7yr	14.3%
STF Pair Compliments Area B 300 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1-1 1/4 3yr	14.5%
STF Pair Compliments Area B 300 Pair 1-1 1/4 5yr	14.5%
STF Pair Compliments Area B 300 Pair 1-1 1/4 7yr	14.5%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 5yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 7yr	14.5%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 5yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 7yr	14.6%
STF Pair Compliments Area B 300 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 3/4-2 3yr	14.7%
STF Pair Compliments Area B 300 Pair 1 3/4-2 5yr	14.7%
STF Pair Compliments Area B 300 Pair 1 3/4-2 7yr	14.7%
STF Pair Compliments Area B 300 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 2-2 1/4 3yr	14.8%
STF Pair Compliments Area B 300 Pair 2-2 1/4 5yr	14.8%
STF Pair Compliments Area B 300 Pair 2-2 1/4 7yr	14.7%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 3yr	14.9%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 5yr	14.9%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 7yr	14.8%
STF Pair Compliments Area B 400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 400 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 400 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 400 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1/4-1/2 7yr	14.3%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
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December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 400 Pair 1/2-3/4 7yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 400 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 5yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 7yr	14.2%
STF Pair Compliments Area B 400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1-1 1/4 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1-1 1/4 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1-1 1/4 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 3yr	14.5%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 5yr	14.5%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 3/4-2 3yr	14.6%
STF Pair Compliments Area B 400 Pair 1 3/4-2 5yr	14.6%
STF Pair Compliments Area B 400 Pair 1 3/4-2 7yr	14.5%
STF Pair Compliments Area B 400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 2-2 1/4 3yr	14.6%
STF Pair Compliments Area B 400 Pair 2-2 1/4 5yr	14.6%
STF Pair Compliments Area B 400 Pair 2-2 1/4 7yr	14.6%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 3yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 5yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 7yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 3yr	14.8%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 5yr	14.8%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 7yr	14.8%
STF Pair Compliments Area B 400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 3/4-3 3yr	15.0%
STF Pair Compliments Area B 400 Pair 2 3/4-3 5yr	15.0%
STF Pair Compliments Area B 400 Pair 2 3/4-3 7yr	14.9%
STF Pair Compliments Area B 600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 600 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area B 600 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 600 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 600 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 600 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1/2-3/4 7yr	14.2%

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APPENDIX PRICING
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STF Pair Compliments Area B 600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 600 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 600 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 600 Pair 3/4-1 7yr	14.1%
STF Pair Compliments Area B 600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 600 Pair 1-1 1/4 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1-1 1/4 7yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 7yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 5yr	14.3%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Compliments Area B 600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 3/4-2 3yr	14.4%
STF Pair Compliments Area B 600 Pair 1 3/4-2 5yr	14.4%
STF Pair Compliments Area B 600 Pair 1 3/4-2 7yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 2-2 1/4 3yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 5yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 7yr	14.4%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 3yr	14.6%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 5yr	14.6%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 7yr	14.6%
STF Pair Compliments Area B 600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 3/4-3 3yr	14.7%
STF Pair Compliments Area B 600 Pair 2 3/4-3 5yr	14.7%
STF Pair Compliments Area B 600 Pair 2 3/4-3 7yr	14.7%
STF Pair Compliments Area B 600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 3-3 1/4 3yr	14.8%
STF Pair Compliments Area B 600 Pair 3-3 1/4 5yr	14.8%
STF Pair Compliments Area B 600 Pair 3-3 1/4 7yr	14.8%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 3yr	15.0%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 5yr	14.9%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 7yr	14.9%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 3yr	15.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 5yr	15.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 7yr	15.0%
STF Pair Compliments Area B 900 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 900 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 900 Pair 0-1/4 7yr	14.4%

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STF Pair Compliments Area B 900 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 900 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 900 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 900 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 900 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 900 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 900 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 900 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 900 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 900 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 3/4-2 3yr	14.3%
STF Pair Compliments Area B 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area B 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area B 900 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 2-2 1/4 3yr	14.3%
STF Pair Compliments Area B 900 Pair 2-2 1/4 5yr	14.3%
STF Pair Compliments Area B 900 Pair 2-2 1/4 7yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 5yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 3yr	14.5%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 7yr	14.4%
STF Pair Compliments Area B 900 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 3/4-3 3yr	14.5%
STF Pair Compliments Area B 900 Pair 2 3/4-3 5yr	14.5%
STF Pair Compliments Area B 900 Pair 2 3/4-3 7yr	14.5%
STF Pair Compliments Area B 900 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3-3 1/4 3yr	14.6%
STF Pair Compliments Area B 900 Pair 3-3 1/4 5yr	14.6%
STF Pair Compliments Area B 900 Pair 3-3 1/4 7yr	14.6%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 3yr	14.7%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 5yr	14.7%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 7yr	14.7%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 3yr	14.8%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 5yr	14.8%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 7yr	14.8%
STF Pair Compliments Area B 900 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 3/4-4 3yr	14.9%
STF Pair Compliments Area B 900 Pair 3 3/4-4 5yr	14.9%
STF Pair Compliments Area B 900 Pair 3 3/4-4 7yr	14.9%
STF Pair Compliments Area B 900 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 4-4 1/4 3yr	15.0%
STF Pair Compliments Area B 900 Pair 4-4 1/4 5yr	14.9%
STF Pair Compliments Area B 900 Pair 4-4 1/4 7yr	14.9%
STF Pair Compliments Area B 1200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1200 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1200 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1200 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 7yr	14.2%

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ILLINOIS
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December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 5yr	14.5%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 7yr	14.5%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 3yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 5yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 7yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 3yr	14.7%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 3yr	14.8%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 5yr	14.7%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 7yr	14.7%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 5yr	14.8%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 7yr	14.8%
STF Pair Compliments Area B 1500 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1500 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1500 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 7yr	14.0%

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 1800 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 7yr	14.2%

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 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 7yr	14.5%

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 1800 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 2100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2100 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 7yr	14.2%

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STF Pair Compliments Area B 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 2400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2400 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 7yr	14.0%

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AMERITECH
 TELEPHONE COMPANY
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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 2700 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 7yr	14.1%

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AMERITECH
 TELEPHONE COMPANY
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 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 2700 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 7yr	14.6%

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 2700 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 3000 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 3000 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 3000 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 7yr	14.3%

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AMERITECH
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 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 3600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area B 3600 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 7yr	14.0%

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area B 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area C 100 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area C 100 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area C 100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 100 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 100 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area C 100 Pair 1/4-1/2 7yr	14.4%
STF Pair Compliments Area C 100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1/2-3/4 3yr	14.5%
STF Pair Compliments Area C 100 Pair 1/2-3/4 5yr	14.5%
STF Pair Compliments Area C 100 Pair 1/2-3/4 7yr	14.5%
STF Pair Compliments Area C 100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 100 Pair 3/4-1 3yr	14.6%
STF Pair Compliments Area C 100 Pair 3/4-1 5yr	14.5%
STF Pair Compliments Area C 100 Pair 3/4-1 7yr	14.5%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
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 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1-1 1/4 3yr	14.8%
STF Pair Compliments Area C 100 Pair 1-1 1/4 5yr	14.7%
STF Pair Compliments Area C 100 Pair 1-1 1/4 7yr	14.7%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 3yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 5yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 7yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 3yr	15.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 5yr	15.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 7yr	15.0%
STF Pair Compliments Area C 200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area C 200 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 200 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area C 200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 200 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 200 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 7yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 200 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 5yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 7yr	14.2%
STF Pair Compliments Area C 200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1-1 1/4 3yr	14.4%
STF Pair Compliments Area C 200 Pair 1-1 1/4 5yr	14.3%
STF Pair Compliments Area C 200 Pair 1-1 1/4 7yr	14.3%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 3yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 5yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 7yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 3yr	14.6%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 5yr	14.6%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 7yr	14.6%
STF Pair Compliments Area C 200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 3/4-2 3yr	14.7%
STF Pair Compliments Area C 200 Pair 1 3/4-2 5yr	14.7%
STF Pair Compliments Area C 200 Pair 1 3/4-2 7yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 2-2 1/4 3yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 5yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 7yr	14.7%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 3yr	14.8%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 5yr	14.8%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 7yr	14.8%

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 TELEPHONE COMPANY
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 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 3yr	15.0%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 5yr	15.0%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 7yr	15.0%
STF Pair Compliments Area C 200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 3yr	15.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 5yr	15.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 7yr	15.1%
STF Pair Compliments Area C 200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 3-3 1/4 3yr	15.2%
STF Pair Compliments Area C 200 Pair 3-3 1/4 5yr	15.2%
STF Pair Compliments Area C 200 Pair 3-3 1/4 7yr	15.2%
STF Pair Compliments Area C 300 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 300 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 300 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 300 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 300 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 300 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 300 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 300 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 300 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area C 300 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 300 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 300 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 300 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area C 300 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area C 300 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area C 300 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 3yr	14.3%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 5yr	14.3%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 7yr	14.3%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 3yr	14.4%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 5yr	14.4%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 7yr	14.4%
STF Pair Compliments Area C 300 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 300 Pair 1 3/4-2 3yr	14.5%
STF Pair Compliments Area C 300 Pair 1 3/4-2 5yr	14.5%
STF Pair Compliments Area C 300 Pair 1 3/4-2 7yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 2-2 1/4 3yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 5yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 7yr	14.5%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 3yr	14.6%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 5yr	14.6%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 7yr	14.6%

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 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 3yr	14.7%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 5yr	14.7%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 7yr	14.7%
STF Pair Compliments Area C 300 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 3/4-3 3yr	14.9%
STF Pair Compliments Area C 300 Pair 2 3/4-3 5yr	14.8%
STF Pair Compliments Area C 300 Pair 2 3/4-3 7yr	14.8%
STF Pair Compliments Area C 300 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3-3 1/4 3yr	15.0%
STF Pair Compliments Area C 300 Pair 3-3 1/4 5yr	14.9%
STF Pair Compliments Area C 300 Pair 3-3 1/4 7yr	14.9%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 3yr	15.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 5yr	15.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 7yr	15.0%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 3yr	15.2%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 5yr	15.2%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 7yr	15.1%
STF Pair Compliments Area C 300 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 3/4-4 3yr	15.3%
STF Pair Compliments Area C 300 Pair 3 3/4-4 5yr	15.3%
STF Pair Compliments Area C 300 Pair 3 3/4-4 7yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 4-4 1/4 3yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 5yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 7yr	15.3%
STF Pair Compliments Area C 400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 400 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 400 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 400 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 400 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 400 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 400 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area C 400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 400 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 400 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 400 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 7yr	14.2%

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STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 5yr	14.3%
STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Compliments Area C 400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1 3/4-2 3yr	14.4%
STF Pair Compliments Area C 400 Pair 1 3/4-2 5yr	14.4%
STF Pair Compliments Area C 400 Pair 1 3/4-2 7yr	14.4%
STF Pair Compliments Area C 400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 2-2 1/4 3yr	14.4%
STF Pair Compliments Area C 400 Pair 2-2 1/4 5yr	14.4%
STF Pair Compliments Area C 400 Pair 2-2 1/4 7yr	14.4%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 3yr	14.6%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 5yr	14.6%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 7yr	14.6%
STF Pair Compliments Area C 400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 3/4-3 3yr	14.7%
STF Pair Compliments Area C 400 Pair 2 3/4-3 5yr	14.7%
STF Pair Compliments Area C 400 Pair 2 3/4-3 7yr	14.7%
STF Pair Compliments Area C 400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3-3 1/4 3yr	14.8%
STF Pair Compliments Area C 400 Pair 3-3 1/4 5yr	14.8%
STF Pair Compliments Area C 400 Pair 3-3 1/4 7yr	14.8%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 3yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 5yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 7yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 3yr	15.0%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 5yr	15.0%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 7yr	15.0%
STF Pair Compliments Area C 400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 3yr	15.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 5yr	15.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 7yr	15.1%
STF Pair Compliments Area C 400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 4-4 1/4 3yr	15.2%
STF Pair Compliments Area C 400 Pair 4-4 1/4 5yr	15.2%
STF Pair Compliments Area C 400 Pair 4-4 1/4 7yr	15.1%
STF Pair Compliments Area C 600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 600 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 600 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 600 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 600 Pair 1/4-1/2 7yr	14.2%

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STF Pair Compliments Area C 600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 600 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 600 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 600 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 600 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 600 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 600 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area C 600 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 7yr	14.2%
STF Pair Compliments Area C 600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 600 Pair 1 3/4-2 3yr	14.3%
STF Pair Compliments Area C 600 Pair 1 3/4-2 5yr	14.3%
STF Pair Compliments Area C 600 Pair 1 3/4-2 7yr	14.3%
STF Pair Compliments Area C 600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 2-2 1/4 3yr	14.3%
STF Pair Compliments Area C 600 Pair 2-2 1/4 5yr	14.3%
STF Pair Compliments Area C 600 Pair 2-2 1/4 7yr	14.3%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 3yr	14.4%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 5yr	14.4%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 3yr	14.5%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 5yr	14.5%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 7yr	14.5%
STF Pair Compliments Area C 600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 600 Pair 2 3/4-3 3yr	14.6%
STF Pair Compliments Area C 600 Pair 2 3/4-3 5yr	14.6%
STF Pair Compliments Area C 600 Pair 2 3/4-3 7yr	14.6%
STF Pair Compliments Area C 600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 3-3 1/4 3yr	14.7%
STF Pair Compliments Area C 600 Pair 3-3 1/4 5yr	14.7%
STF Pair Compliments Area C 600 Pair 3-3 1/4 7yr	14.6%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 3yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 5yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 7yr	14.7%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 3yr	14.9%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 5yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 7yr	14.8%

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STF Pair Compliments Area C 600 Pair 3 3/4-4 3yr	15.0%
STF Pair Compliments Area C 600 Pair 3 3/4-4 5yr	14.9%
STF Pair Compliments Area C 600 Pair 3 3/4-4 7yr	14.9%
STF Pair Compliments Area C 600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 4-4 1/4 3yr	15.0%
STF Pair Compliments Area C 600 Pair 4-4 1/4 5yr	15.0%
STF Pair Compliments Area C 600 Pair 4-4 1/4 7yr	15.0%
STF Pair Compliments Area C 900 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 900 Pair 0-1/4 5yr	14.4%
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STF Pair Compliments Area C 900 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 900 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 900 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 900 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 900 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 900 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 900 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 900 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 900 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 INC	84.1%
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STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 900 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 7yr	14.3%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 900 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 900 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area C 900 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area C 900 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area C 900 Pair 3-3 1/4 5yr	14.5%
STF Pair Compliments Area C 900 Pair 3-3 1/4 7yr	14.5%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 3yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 5yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 7yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 3yr	14.7%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 5yr	14.7%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area C 900 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 3/4-4 3yr	14.8%
STF Pair Compliments Area C 900 Pair 3 3/4-4 5yr	14.7%
STF Pair Compliments Area C 900 Pair 3 3/4-4 7yr	14.7%
STF Pair Compliments Area C 900 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area C 900 Pair 4-4 1/4 5yr	14.8%
STF Pair Compliments Area C 900 Pair 4-4 1/4 7yr	14.8%
STF Pair Compliments Area C 1200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 1200 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 1200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1200 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1200 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 7yr	14.1%

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ILLINOIS
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APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area C 1500 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1500 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 7yr	14.0%

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 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 1500 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1500 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1500 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 7yr	14.5%

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 TELEPHONE COMPANY
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 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 1500 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 1800 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1800 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 1800 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1800 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 7yr	14.3%

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 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 2100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2100 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 2100 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 2100 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2100 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 7yr	14.1%

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STF Pair Compliments Area C 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 2400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2400 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 3/4-1 7yr	13.9%

TBD - To Be Determined
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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 7yr	14.6%

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December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 2700 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2700 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2700 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 2700 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2700 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 7yr	14.3%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 3000 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 3000 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 3000 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 7yr	14.1%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 7yr	14.5%
STF Pair Compliments Area C 3600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 3600 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 3600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 7yr	13.9%

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APPENDIX PRICING
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STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 5yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 3yr	14.6%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 7yr	14.5%
STF Contract Change/Compliment Conv, per occ	59.7%
Ground Start Centrex Trunk per STF, Area B	6.0%
Ground Start Centrex Trunk per STF, Area C	14.8%

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 AMERITECH/BITWISE COMMUNICATIONS, INC.

IL **NON-RECURRING LINE CHARGES**

Item	Discount

Services are located in the non-competitive section.

IL **USAGE LOCAL**

Item	Discount

RES

Total Accumulated Usage Discount for Residence Band C	
Band C, Peak, Init Min	9.3%
Band C, Shoulder, Init Min	20.5%
Band C, Off Peak, Init Min	25.3%
Band C, Peak, Addl Min	10.5%
Band C, Shoulder, Addl Min	25.5%
Band C, Off Peak, Addl Min	45.5%
Residence Local Call Plan Economy Plan 100	13.9%
Residence Economy Plan 100 Addl per call	10.0%
Residence Local Call Plan Standard Plan 250	13.2%
Residence Standard Plan 250 Addl per call	11.1%
Residence Local Call Plan Advantage Plan 400	13.1%
Residence Advantage Plan 400 Addl per call	12.5%
Residence Call Pack 800	22.2%
Residence Call Pack 800 Addl per call	25.0%
Res 5 & 5 Call Plan Band A, Untimed Msg	11.4%
Res 5 & 5 Call Plan Band B, Init Min	12.8%
Res 5 & 5 Call Plan Band B, Addl Min	19.0%
Res 5 & 5 Call Plan Band C, Init Min	11.6%
Res 5 & 5 Call Plan Band C, Addl Min	16.0%
MSA 1,2,3,6,7,9 & 15 Anytime Rate Calling Plan - Mo	83.2%
MSA 1,2,3,6,7,9 & 15 Anytime Rate Calling Plan - Per Minute	21.8%

BUS

MSA 1 Band C, (1-11 Lines) Peak, Init Min	13.4%
MSA 1 Band C, (12+ Lines) Peak, Addl Min	15.6%
MSA1 Band A, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band A, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band A, (12+ Lines) Peak, Sub Min	10.6%
MSA 2,3,6,7,9 & 15 Band B, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band B, (12+ Lines) Peak, Sub Min	11.2%
Band A, (12+ Lines) Peak, Addl Min	10.6%
Band B, (12+ Lines) Peak, Init Min	10.3%
Band C, (12+ Lines) Peak, Init Min	11.9%
Band B, (12+ Lines) Peak, Addl Min	9.3%
Band C, (12+ Lines) Peak, Addl Min	14.0%
StraightRate, per min Mo-Mo	15.5%
StraightRate MAUC 4,000 min, per min 12Mo	14.1%
StraightRate MAUC 4,000 min, per min 24Mo	14.1%
StraightRate MAUC 4,000 min, per min 36Mo	13.5%
StraightRate MAUC 50,000 min, per min 12Mo	13.9%
StraightRate MAUC 50,000 min, per min 24Mo	13.3%
StraightRate MAUC 50,000 min, per min 36Mo	13.0%
StraightRate MAUC 100,000 min, per min 12Mo	13.7%

TBD - To Be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

StraightRate MAUC 100,000 min, per min 24Mo	13.4%
StraightRate MAUC 100,000 min, per min 36Mo	13.1%
StraightRate MAUC 300,000 min, per min 12Mo	13.5%
StraightRate MAUC 300,000 min, per min 24Mo	13.2%
StraightRate MAUC 300,000 min, per min 36Mo	12.9%
StraightRate MAUC 700,000 min, per min 12Mo	13.4%
StraightRate MAUC 700,000 min, per min 24Mo	13.1%
StraightRate MAUC 700,000 min, per min 36Mo	12.7%
StraightRate MAUC 1,300,000 min, per min 12Mo	13.2%
StraightRate MAUC 1,300,000 min, per min 24Mo	12.9%
StraightRate MAUC 1,300,000 min, per min 36Mo	12.4%
StraightRate, True-Up rate per min Mo-Mo	36.5%
StraightRate, True-Up rate MAUC 4,000 per min 12Mo	21.0%
StraightRate, True-Up rate MAUC 4,000 per min 24Mo	20.4%
StraightRate, True-Up rate MAUC 4,000 per min 36Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 24Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 36Mo	20.0%
StraightRate, True-Up rate MAUC 100,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 100,000 per min 24Mo	20.0%
StraightRate, True-Up rate MAUC 100,000 per min 36Mo	19.7%
StraightRate, True-Up rate MAUC 300,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 300,000 per min 24Mo	20.0%
StraightRate, True-Up rate MAUC 300,000 per min 36Mo	19.7%
StraightRate, True-Up rate MAUC 700,000 per min 12Mo	20.0%
StraightRate, True-Up rate MAUC 700,000 per min 24Mo	19.7%
StraightRate, True-Up rate MAUC 700,000 per min 36Mo	19.4%
StraightRate, True-Up rate MAUC 1,300,000 per min 12Mo	20.0%
StraightRate, True-Up rate MAUC 1,300,000 per min 24Mo	19.7%
StraightRate, True-Up rate MAUC 1,300,000 per min 36Mo	19.4%
Business Local CallPak 50	23.2%
Business Local CallPak 50 Addl per call exceeding	18.8%
Business Local CallPak 100	17.9%
Business Local CallPak 100 Addl per call exceeding	20.0%
Business Local CallPak 150	17.5%
Business Local CallPak 150 Addl per call exceeding	20.0%
FlexLine Usage Incoming Calls, Min	74.2%
FlexLine Usage Band A&B, Outgoing Calls, Min	17.4%
FlexLine Usage Band C Out, Peak, Init Min	15.4%
FlexLine Usage Band C Out, Peak, Addl Min	18.7%
FlexLine Usage Incoming Calls, Min	74.2%
FlexLine Usage Band A&B, Outgoing Calls, Min	17.4%
FlexLine Usage Band C Out, Peak, Init Min	15.4%
FlexLine Usage Band C Out, Peak, Addl Min	18.7%
ValueLink-IL Opt F 24,000 MAUC, 12 mo	14.6%
ValueLink-IL Opt F 60,000 MAUC, 12 mo	14.5%
ValueLink-IL Opt F 120,000 MAUC, 12 mo	14.4%
ValueLink-IL Opt F 240,000 MAUC, 12 mo	14.2%
ValueLink-IL Opt F 360,000 MAUC, 12 mo	14.0%
ValueLink-IL Opt F 480,000 MAUC, 12 mo	13.9%
ValueLink-IL Opt F 600,000 MAUC, 12 mo	13.8%
ValueLink-IL Opt F 1,200,000 MAUC, 12 mo	13.7%

TBD - To Be Determined
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NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

ValueLink-IL Opt F 24,000 MAUC, 24 mo	14.4%
ValueLink-IL Opt F 60,000 MAUC, 24 mo	14.2%
ValueLink-IL Opt F 120,000 MAUC, 24 mo	14.0%
ValueLink-IL Opt F 240,000 MAUC, 24 mo	13.9%
ValueLink-IL Opt F 360,000 MAUC, 24 mo	13.8%
ValueLink-IL Opt F 480,000 MAUC, 24 mo	13.7%
ValueLink-IL Opt F 600,000 MAUC, 24 mo	13.5%
ValueLink-IL Opt F 1,200,000 MAUC, 24 mo	13.4%
ValueLink-IL Opt F 24,000 MAUC, 36 mo	14.0%
ValueLink-IL Opt F 60,000 MAUC, 36 mo	13.9%
ValueLink-IL Opt F 120,000 MAUC, 36 mo	13.8%
ValueLink-IL Opt F 240,000 MAUC, 36 mo	13.7%
ValueLink-IL Opt F 360,000 MAUC, 36 mo	13.5%
ValueLink-IL Opt F 480,000 MAUC, 36 mo	13.4%
ValueLink-IL Opt F 600,000 MAUC, 36 mo	13.3%
ValueLink-IL Opt F 1,200,000 MAUC, 36 mo	13.1%
ValueLink-IL Opt F 24,000 MAUC, 12 mo	11.3%
ValueLink-IL Opt F 60,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F 120,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F 240,000 MAUC, 12 mo	10.9%
ValueLink-IL Opt F 360,000 MAUC, 12 mo	11.0%
ValueLink-IL Opt F 480,000 MAUC, 12 mo	10.8%
ValueLink-IL Opt F 600,000 MAUC, 12 mo	10.8%
ValueLink-IL Opt F 1,200,000 MAUC, 12 mo	10.6%
ValueLink-IL Opt F 24,000 MAUC, 24 mo	11.1%
ValueLink-IL Opt F 60,000 MAUC, 24 mo	10.9%
ValueLink-IL Opt F 120,000 MAUC, 24 mo	11.0%
ValueLink-IL Opt F 240,000 MAUC, 24 mo	10.8%
ValueLink-IL Opt F 360,000 MAUC, 24 mo	10.8%
ValueLink-IL Opt F 480,000 MAUC, 24 mo	10.6%
ValueLink-IL Opt F 600,000 MAUC, 24 mo	10.6%
ValueLink-IL Opt F 1,200,000 MAUC, 24 mo	10.4%
ValueLink-IL Opt F 24,000 MAUC, 36 mo	11.0%
ValueLink-IL Opt F 60,000 MAUC, 36 mo	10.8%
ValueLink-IL Opt F 120,000 MAUC, 36 mo	10.8%
ValueLink-IL Opt F 240,000 MAUC, 36 mo	10.6%
ValueLink-IL Opt F 360,000 MAUC, 36 mo	10.6%
ValueLink-IL Opt F 480,000 MAUC, 36 mo	10.4%
ValueLink-IL Opt F 600,000 MAUC, 36 mo	10.4%
ValueLink-IL Opt F 1,200,000 MAUC, 36 mo	10.2%
ValueLink-IL Opt F Preferred 12,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F Preferred 12,000 MAUC, 24 mo	11.0%
ValueLink-IL Opt F Preferred 12,000 MAUC, 36 mo	10.8%
ValueLink Extra - Select MARC \$589 to \$2,524 Ann Vol Disc	15.7%
ValueLink Extra - Select MARC \$2,525 to \$5,050 Ann Vol Disc	15.8%
ValueLink Extra - Select MARC \$5,051 to \$10,101 Ann Vol Disc	15.8%
ValueLink Extra - Select MARC \$10,102+ Ann Vol Disc	15.8%
ValueLink Extra - Select MARC \$589 to \$2,524 - Band C per n	20.4%
ValueLink Extra - Select MARC \$2,525 to \$5,050 - Band C per	20.3%
ValueLink Extra - Select MARC \$5,051 to \$10,101 - Band C pe	20.1%
ValueLink Extra - Select MARC \$10,102+ - Band C per minute	20.0%
ValueLink Extra - Select MARC \$589 to \$2,524 IntraLATA Toll	21.1%

TBD - To Be Determined
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ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

ValueLink Extra - Select MARC \$589 to \$2,524 IntraLATA Toll	21.1%
ValueLink Extra - Select MARC \$589 to \$2,524 IntraLATA Toll	21.1%
ValueLink Extra - Select MARC \$2,525 to \$5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC \$2,525 to \$5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC \$2,525 to \$5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC \$5,051 to \$10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC \$5,051 to \$10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC \$5,051 to \$10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC \$10,102+ IntraLATA Toll 1 Ye	20.5%
ValueLink Extra - Select MARC \$10,102+ IntraLATA Toll 2 Ye	20.5%
ValueLink Extra - Select MARC \$10,102+ IntraLATA Toll 3 Ye	20.5%
Ameritech CompleteLink	
MARC Option 1 \$576 - \$987 -- Max Ann MARC Discount	17.7%
MARC Option 1 \$988 - \$2,468 -- Max Ann MARC Discoun	17.7%
MARC Option 1 \$2,469 - \$5,761 -- Max Ann MARC Discou	17.7%
MARC Option 1 \$5,762 - \$9,877 -- Max Ann MARC Discou	17.7%
MARC Option 1 \$9,878 - \$14,815 -- Max Ann MARC Disc	17.7%
MARC Option 1 \$14,816 - \$19,131 -- Max Ann MARC Disc	17.7%
MARC Option 2 \$19,132 - \$26,784 -- Max Ann MARC Disc	23.5%
MARC Option 2 \$26,785 - \$38,263 -- Max Ann MARC Disc	23.5%
MARC Option 2 \$38,264 - \$57,395 -- Max Ann MARC Disc	23.5%
MARC Option 2 \$57,396 - \$76,528 -- Max Ann MARC Disc	23.5%
MARC Option 2 \$76,529 - \$95,660 -- Max Ann MARC Disc	23.5%
MARC Option 2 \$95,661 - \$114,792 -- Max Ann MARC Dis	23.5%
MARC Option 2 \$114,793 - \$153,056 -- Max Ann MARC D	23.5%
MARC Option 2 \$153,057+ -- Max Ann MARC Discount	23.5%
Band C Base Rates MATUBCC \$53 - \$90 -- Base Mo	18.9%
Band C Base Rates MATUBCC \$91 - \$228 -- Base Mo	18.9%
Band C Base Rates MATUBCC \$229 - \$533 -- Base Mo	18.9%
Band C Base Rates MATUBCC \$534 - \$914 -- Base Mo	18.8%
Band C Base Rates MATUBCC \$915 - \$1,371 -- Base Mo	18.6%
Band C Base Rates MATUBCC \$1,372 - \$1,905 -- Base M	18.6%
Band C Base Rates MATUBCC \$1,906 - \$2,668 -- Base M	18.6%
Band C Base Rates MATUBCC \$2,669 - \$3,811 -- Base M	18.5%
Band C Base Rates MATUBCC \$3,812 - \$5,717 -- Base M	18.3%
Band C Base Rates MATUBCC \$5,718 - \$7,624 -- Base M	18.3%
Band C Base Rates MATUBCC \$7,625 - \$9,530 -- Base M	18.2%
Band C Base Rates MATUBCC \$9,531 - \$11,436 -- Base M	18.2%
Band C Base Rates MATUBCC \$11,437 - \$15,248 -- Base	18.1%
Band C Base Rates MATUBCC \$15,249 - \$22,873 -- Base	18.1%
Band C Base Rates MATUBCC \$22,874- \$38,122 -- Base	18.0%
Band C Base Rates MATUBCC \$38,123+ -- Base Mo	18.0%
Band C Base Rates MATUBCC \$53 - \$90 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC \$91 - \$228 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC \$229 - \$533 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC \$534 - \$914 -- Base 1 Yr	17.8%
Band C Base Rates MATUBCC \$915 - \$1,371 -- Base 1 Yr	17.8%
Band C Base Rates MATUBCC \$1,372 - \$1,905 -- Base 1	17.8%
Band C Base Rates MATUBCC \$1,906 - \$2,668 -- Base 1	17.6%
Band C Base Rates MATUBCC \$2,669 - \$3,811 -- Base 1	17.6%
Band C Base Rates MATUBCC \$3,812 - \$5,717 -- Base 1	17.4%
Band C Base Rates MATUBCC \$5,718 - \$7,624 -- Base 1	17.4%

TBD - To Be Determined
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ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

Band C Base Rates MATUBCC \$7,625 - \$9,530 -- Base 1	17.2%
Band C Base Rates MATUBCC \$9,531 - \$11,436 -- Base 1	17.2%
Band C Base Rates MATUBCC \$11,437 - \$15,248 -- Base	17.2%
Band C Base Rates MATUBCC \$15,249 - \$22,873 -- Base	17.2%
Band C Base Rates MATUBCC \$22,874- \$38,122 -- Base	17.0%
Band C Base Rates MATUBCC \$38,123+ -- Base 1 Yr	17.0%
Band C Base Rates MATUBCC \$53 - \$90 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC \$91 - \$228 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC \$229 - \$533 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC \$534 - \$914 -- Base 3 Yr	16.9%
Band C Base Rates MATUBCC \$915 - \$1,371 -- Base 3 Yr	16.7%
Band C Base Rates MATUBCC \$1,372 - \$1,905 -- Base 3	16.7%
Band C Base Rates MATUBCC \$1,906 - \$2,668 -- Base 3	16.7%
Band C Base Rates MATUBCC \$2,669 - \$3,811 -- Base 3	16.6%
Band C Base Rates MATUBCC \$3,812 - \$5,717 -- Base 3	16.6%
Band C Base Rates MATUBCC \$5,718 - \$7,624 -- Base 3	16.3%
Band C Base Rates MATUBCC \$7,625 - \$9,530 -- Base 3	16.3%
Band C Base Rates MATUBCC \$9,531 - \$11,436 -- Base 3	16.3%
Band C Base Rates MATUBCC \$11,437 - \$15,248 -- Base	16.2%
Band C Base Rates MATUBCC \$15,249 - \$22,873 -- Base	16.2%
Band C Base Rates MATUBCC \$22,874- \$38,122 -- Base	16.2%
Band C Base Rates MATUBCC \$38,123+ -- Base 3 Yr	15.9%
Band C Base Rates MATUBCC \$53 - \$90 -- Base 5 Yr	16.2%
Band C Base Rates MATUBCC \$91 - \$228 -- Base 5 Yr	16.2%
Band C Base Rates MATUBCC \$229 - \$533 -- Base 5 Yr	15.9%
Band C Base Rates MATUBCC \$534 - \$914 -- Base 5 Yr	15.9%
Band C Base Rates MATUBCC \$915 - \$1,371 -- Base 5 Yr	15.8%
Band C Base Rates MATUBCC \$1,372 - \$1,905 -- Base 5	15.8%
Band C Base Rates MATUBCC \$1,906 - \$2,668 -- Base 5	15.2%
Band C Base Rates MATUBCC \$2,669 - \$3,811 -- Base 5	15.6%
Band C Base Rates MATUBCC \$3,812 - \$5,717 -- Base 5	15.6%
Band C Base Rates MATUBCC \$5,718 - \$7,624 -- Base 5	15.5%
Band C Base Rates MATUBCC \$7,625 - \$9,530 -- Base 5	15.4%
Band C Base Rates MATUBCC \$9,531 - \$11,436 -- Base 5	15.4%
Band C Base Rates MATUBCC \$11,437 - \$15,248 -- Base	15.3%
Band C Base Rates MATUBCC \$15,249 - \$22,873 -- Base	15.3%
Band C Base Rates MATUBCC \$22,874- \$38,122 -- Base	15.0%
Band C Base Rates MATUBCC \$38,123+ -- Base 5 Yr	14.9%
IntraLATA Toll/800-888 MATUBCC \$53 - \$90 -- Base Mo	18.5%
IntraLATA Toll/800-888 MATUBCC \$91 - \$228 -- Base Mo	18.5%
IntraLATA Toll/800-888 MATUBCC \$229 - \$533 -- Base Mo	18.4%
IntraLATA Toll/800-888 MATUBCC \$534 - \$914 -- Base Mo	18.2%
IntraLATA Toll/800-888 MATUBCC \$915 - \$1,371 -- Base Mo	18.0%
IntraLATA Toll/800-888 MATUBCC \$1,372 - \$1,905 -- Base	18.0%
IntraLATA Toll/800-888 MATUBCC \$1,906 - \$2,668 -- Base	17.9%
IntraLATA Toll/800-888 MATUBCC \$2,669 - \$3,811 -- Base	17.8%
IntraLATA Toll/800-888 MATUBCC \$3,812 - \$5,717 -- Base	17.6%
IntraLATA Toll/800-888 MATUBCC \$5,718 - \$7,624 -- Base	17.4%
IntraLATA Toll/800-888 MATUBCC \$7,625 - \$9,530 -- Base	17.2%
IntraLATA Toll/800-888 MATUBCC \$9,531 - \$11,436 -- Bas	17.2%
IntraLATA Toll/800-888 MATUBCC \$11,437 - \$15,248 -- Ba	17.0%
IntraLATA Toll/800-888 MATUBCC \$15,249 - \$22,873 -- Ba	17.0%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

IntraLATA Toll/800-888 MATUBCC \$22,874- \$38,122 -- Ba	16.9%
IntraLATA Toll/800-888 MATUBCC \$38,123+ -- Base Mo	16.8%
IntraLATA Toll/800-888 MATUBCC \$53 - \$90 -- Base 1 Yr	18.2%
IntraLATA Toll/800-888 MATUBCC \$91 - \$228 -- Base 1 Y	18.2%
IntraLATA Toll/800-888 MATUBCC \$229 - \$533 -- Base 1 Y	17.9%
IntraLATA Toll/800-888 MATUBCC \$534 - \$914 -- Base 1 Y	17.8%
IntraLATA Toll/800-888 MATUBCC \$915 - \$1,371 -- Base 1 Y	17.6%
IntraLATA Toll/800-888 MATUBCC \$1,372 - \$1,905 -- Base 1 Y	17.6%
IntraLATA Toll/800-888 MATUBCC \$1,906 - \$2,668 -- Base 1 Y	17.5%
IntraLATA Toll/800-888 MATUBCC \$2,669 - \$3,811 -- Base 1 Y	17.3%
IntraLATA Toll/800-888 MATUBCC \$3,812 - \$5,717 -- Base 1 Y	17.2%
IntraLATA Toll/800-888 MATUBCC \$5,718 - \$7,624 -- Base 1 Y	17.0%
IntraLATA Toll/800-888 MATUBCC \$7,625 - \$9,530 -- Base 1 Y	16.8%
IntraLATA Toll/800-888 MATUBCC \$9,531 - \$11,436 -- Base 1 Y	16.8%
IntraLATA Toll/800-888 MATUBCC \$11,437 - \$15,248 -- Base 1 Y	16.6%
IntraLATA Toll/800-888 MATUBCC \$15,249 - \$22,873 -- Base 1 Y	16.6%
IntraLATA Toll/800-888 MATUBCC \$22,874- \$38,122 -- Ba	16.4%
IntraLATA Toll/800-888 MATUBCC \$38,123+ -- Base 1 Yr	16.3%
IntraLATA Toll/800-888 MATUBCC \$53 - \$90 -- Base 3 Yr	17.8%
IntraLATA Toll/800-888 MATUBCC \$91 - \$228 -- Base 3 Y	17.8%
IntraLATA Toll/800-888 MATUBCC \$229 - \$533 -- Base 3 Y	17.6%
IntraLATA Toll/800-888 MATUBCC \$534 - \$914 -- Base 3 Y	17.4%
IntraLATA Toll/800-888 MATUBCC \$915 - \$1,371 -- Base 3 Y	17.2%
IntraLATA Toll/800-888 MATUBCC \$1,372 - \$1,905 -- Base 3 Y	17.2%
IntraLATA Toll/800-888 MATUBCC \$1,906 - \$2,668 -- Base 3 Y	17.0%
IntraLATA Toll/800-888 MATUBCC \$2,669 - \$3,811 -- Base 3 Y	16.9%
IntraLATA Toll/800-888 MATUBCC \$3,812 - \$5,717 -- Base 3 Y	16.8%
IntraLATA Toll/800-888 MATUBCC \$5,718 - \$7,624 -- Base 3 Y	16.5%
IntraLATA Toll/800-888 MATUBCC \$7,625 - \$9,530 -- Base 3 Y	16.4%
IntraLATA Toll/800-888 MATUBCC \$9,531 - \$11,436 -- Base 3 Y	16.4%
IntraLATA Toll/800-888 MATUBCC \$11,437 - \$15,248 -- Base 3 Y	16.2%
IntraLATA Toll/800-888 MATUBCC \$15,249 - \$22,873 -- Base 3 Y	16.2%
IntraLATA Toll/800-888 MATUBCC \$22,874- \$38,122 -- Ba	16.0%
IntraLATA Toll/800-888 MATUBCC \$38,123+ -- Base 3 Yr	15.9%
IntraLATA Toll/800-888 MATUBCC \$53 - \$90 -- Base 5 Yr	17.3%
IntraLATA Toll/800-888 MATUBCC \$91 - \$228 -- Base 5 Y	17.3%
IntraLATA Toll/800-888 MATUBCC \$229 - \$533 -- Base 5 Y	17.2%
IntraLATA Toll/800-888 MATUBCC \$534 - \$914 -- Base 5 Y	17.0%
IntraLATA Toll/800-888 MATUBCC \$915 - \$1,371 -- Base 5 Y	16.8%
IntraLATA Toll/800-888 MATUBCC \$1,372 - \$1,905 -- Base 5 Y	16.8%
IntraLATA Toll/800-888 MATUBCC \$1,906 - \$2,668 -- Base 5 Y	16.6%
IntraLATA Toll/800-888 MATUBCC \$2,669 - \$3,811 -- Base 5 Y	16.4%
IntraLATA Toll/800-888 MATUBCC \$3,812 - \$5,717 -- Base 5 Y	16.3%
IntraLATA Toll/800-888 MATUBCC \$5,718 - \$7,624 -- Base 5 Y	16.1%
IntraLATA Toll/800-888 MATUBCC \$7,625 - \$9,530 -- Base 5 Y	15.9%
IntraLATA Toll/800-888 MATUBCC \$9,531 - \$11,436 -- Base 5 Y	15.9%
IntraLATA Toll/800-888 MATUBCC \$11,437 - \$15,248 -- Base 5 Y	15.8%
IntraLATA Toll/800-888 MATUBCC \$15,249 - \$22,873 -- Base 5 Y	15.8%
IntraLATA Toll/800-888 MATUBCC \$22,874- \$38,122 -- Ba	15.6%
IntraLATA Toll/800-888 MATUBCC \$38,123+ -- Base 5 Yr	15.5%

IL **USAGE TOLL**

Item	Discount

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

RES

Toll Restriction	9.6%
Two-Point Toll 0-10, Init Min - Day	19.1%
Two-Point Toll 0-10, Addl Min - Day	10.2%
Two-Point Toll 10.1-16, Init Min - Day	19.1%
Two-Point Toll 10.1-16, Addl Min - Day	10.5%
Two-Point Toll 16.1-22, Init Min - Day	19.5%
Two-Point Toll 16.1-22, Addl Min - Day	11.4%
Two-Point Toll 22.1-40, Init Min - Day	19.5%
Two-Point Toll 22.1-40, Addl Min - Day	11.4%
Two-Point Toll 40.1+, Init Min - Day	19.4%
Two-Point Toll 40.1+, Addl Min - Day	13.3%
Two-Point Toll 0-10, Init Min - Evening	20.7%
Two-Point Toll 0-10, Addl Min - Evening	10.0%
Two-Point Toll 10.1-16, Init Min - Evening	21.6%
Two-Point Toll 10.1-16, Addl Min - Evening	10.5%
Two-Point Toll 16.1-22, Init Min - Evening	22.7%
Two-Point Toll 16.1-22, Addl Min - Evening	11.4%
Two-Point Toll 22.1-40, Init Min - Evening	22.7%
Two-Point Toll 22.1-40, Addl Min - Evening	11.4%
Two-Point Toll 40.1+, Init Min - Evening	23.4%
Two-Point Toll 40.1+, Addl Min - Evening	13.3%
Two-Point Toll 0-10, Init Min - Night	20.5%
Two-Point Toll 0-10, Addl Min - Night	10.0%
Two-Point Toll 10.1-16, Init Min - Night	21.1%
Two-Point Toll 10.1-16, Addl Min - Night	10.1%
Two-Point Toll 16.1-22, Init Min - Night	21.9%
Two-Point Toll 16.1-22, Addl Min - Night	10.7%
Two-Point Toll 22.1-40, Init Min - Night	21.9%
Two-Point Toll 22.1-40, Addl Min - Night	10.7%
Two-Point Toll 40.1+, Init Min - Night	23.6%
Two-Point Toll 40.1+, Addl Min - Night	12.0%
Anytime Rate Calling Plan	17.4%

BUS

Two-Point Toll 0-10, Init Min - Day	19.1%
Two-Point Toll 0-10, Addl Min - Day	10.2%
Two-Point Toll 10.1-16, Init Min - Day	19.1%
Two-Point Toll 10.1-16, Addl Min - Day	10.5%
Two-Point Toll 16.1-22, Init Min - Day	19.5%
Two-Point Toll 16.1-22, Addl Min - Day	11.4%
Two-Point Toll 22.1-40, Init Min - Day	19.5%
Two-Point Toll 22.1-40, Addl Min - Day	11.4%
Two-Point Toll 40.1+, Init Min - Day	19.4%
Two-Point Toll 40.1+, Addl Min - Day	13.3%
Two-Point Toll 0-10, Init Min - Evening	20.7%
Two-Point Toll 0-10, Addl Min - Evening	10.0%
Two-Point Toll 10.1-16, Init Min - Evening	21.6%
Two-Point Toll 10.1-16, Addl Min - Evening	10.5%
Two-Point Toll 16.1-22, Init Min - Evening	22.7%
Two-Point Toll 16.1-22, Addl Min - Evening	11.4%

TBD - To Be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

Two-Point Toll 22.1-40, Init Min - Evening	22.7%
Two-Point Toll 22.1-40, Addl Min - Evening	11.4%
Two-Point Toll 40.1+, Init Min - Evening	23.4%
Two-Point Toll 40.1+, Addl Min - Evening	13.3%
Two-Point Toll 0-10, Init Min - Night	20.5%
Two-Point Toll 0-10, Addl Min - Night	10.0%
Two-Point Toll 10.1-16, Init Min - Night	21.1%
Two-Point Toll 10.1-16, Addl Min - Night	10.1%
Two-Point Toll 16.1-22, Init Min - Night	21.9%
Two-Point Toll 16.1-22, Addl Min - Night	10.7%
Two-Point Toll 22.1-40, Init Min - Night	21.9%
Two-Point Toll 22.1-40, Addl Min - Night	10.7%
Two-Point Toll 40.1+, Init Min - Night	23.6%
Two-Point Toll 40.1+, Addl Min - Night	12.0%
IntraMSA 800 Dedicated Access Line	28.2%
Nondedicated 800 Routing feature	44.8%
IntraMSA 800 Usage 0.1-25 Hrs, Each Hr	30.5%
IntraMSA 800 Usage 25.1-50 Hrs, Each Hr	30.1%
IntraMSA 800 Usage 50.1-100 Hrs, Each Hr	29.7%
IntraMSA 800 Usage Over 100 Hrs, Each Hr	29.5%
Nondedicated 800 Usage, Addl Hr	32.6%
IntraMSA 800 Svc Order Est/Add/Change	42.0%
IntraMSA 800 Line Conn Est/Add/Change	11.6%
IntraMSA 800 Record Work Only	11.0%
Optional Feature Activation Change, per 800 num	24.1%
800 Svc Reserved Tel Number NRC	24.2%
800 Svc Chg InterMSA Carrier NRC	24.3%
Nondedicated 800 Calling Plan 1 - 12 mths	60.6%
Nondedicated 800 Calling Plan 1 - 36 mths	54.4%
Nondedicated 800 Plan 1 - 12 mths, 0-20 hrs	33.9%
Nondedicated 800 Plan 1 - 12 mths, 20.1-50 hrs	34.3%
Nondedicated 800 Plan 1 - 12 mths, 50.1-100 hrs	30.1%
Nondedicated 800 Plan 1 - 12 mths, 100.1-250 hrs	31.9%
Nondedicated 800 Plan 1 - 12 mths, 250.1+ hrs	27.0%
Nondedicated 800 Plan 1 - 36 mths, 0-20 hrs	39.1%
Nondedicated 800 Plan 1 - 36 mths, 20.1-50 hrs	35.0%
Nondedicated 800 Plan 1 - 36 mths, 50.1-100 hrs	37.1%
Nondedicated 800 Plan 1 - 36 mths, 100.1-250 hrs	32.5%
Nondedicated 800 Plan 1 - 36 mths, 250.1+ hrs	32.8%
Dedicated 800 Calling Plan 1 - 12 mths	60.6%
Dedicated 800 Calling Plan 1 - 36 mths	54.4%
Dedicated 800 Plan 1 - 12 mths, 0-20 hrs	32.3%
Dedicated 800 Plan 1 - 12 mths, 20.1-50 hrs	32.7%
Dedicated 800 Plan 1 - 12 mths, 50.1-100 hrs	25.2%
Dedicated 800 Plan 1 - 12 mths, 100.1-250 hrs	25.1%
Dedicated 800 Plan 1 - 12 mths, 250.1+ hrs	24.0%
Dedicated 800 Plan 1 - 36 mths, 0-20 hrs	39.9%
Dedicated 800 Plan 1 - 36 mths, 20.1-50 hrs	37.6%
Dedicated 800 Plan 1 - 36 mths, 50.1-100 hrs	37.1%
Dedicated 800 Plan 1 - 36 mths, 100.1-250 hrs	29.8%
Dedicated 800 Plan 1 - 36 mths, 250.1+ hrs	31.1%
Nondedicated 800 Calling Plan 2 - 36 mths	54.6%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

Nondedicated 800 Plan 2 - 36 mths, 0-20 hrs	34.2%
Nondedicated 800 Plan 2 - 36 mths, 20.1-50 hrs	33.9%
Nondedicated 800 Plan 2 - 36 mths, 50.1-100 hrs	33.9%
Nondedicated 800 Plan 2 - 36 mths, 100.1-250 hrs	33.6%
Nondedicated 800 Plan 2 - 36 mths, 250.1+ hrs	33.4%
Dedicated 800 Calling Plan 2 - 36 mths	54.6%
Dedicated 800 Plan 2 - 36 mths, 0-20 hrs	32.5%
Dedicated 800 Plan 2 - 36 mths, 20.1-50 hrs	32.2%
Dedicated 800 Plan 2 - 36 mths, 50.1-100 hrs	31.8%
Dedicated 800 Plan 2 - 36 mths, 100.1-250 hrs	31.5%
Dedicated 800 Plan 2 - 36 mths, 250.1+ hrs	31.4%
800 Illinois State DA Listing	24.2%
800 National DA Listing	24.5%
EVL Plus-Op1-MMUC-M/M	22.6%
EVL Plus-Op1-M/M-P	21.7%
EVL Plus-Op1-M/M-O/P	21.4%
EVL Plus-Op2-MMUC-M/M	22.6%
EVL Plus-Op2-M/M-P	21.6%
EVL Plus-Op2-M/M-O/P	21.3%
EVL Plus-Op3-MMUC-M/M	22.6%
EVL Plus-Op3-M/M-P	21.4%
EVL Plus-Op3-M/M-O/P	21.1%
EVL Plus-OP-4-MMUC-M/M	22.6%
EVL Plus-Op4-M/M-P	21.2%
EVL Plus-Op4-M/M-O/P	21.0%
EVL Plus-OP-5-MMUC-M/M	22.6%
EVL Plus-Op5-M/M-P	21.0%
EVL Plus-Op5-M/M-O/P	20.8%
EVL Plus-OP-6-MMUC-M/M	22.6%
EVL Plus-Op6-M/M-P	20.8%
EVL Plus-Op6-M/M-O/P	20.8%
EVL Plus-OP-7-MMUC-M/M	22.6%
EVL Plus-Op7-M/M-P	20.6%
EVL Plus-Op7-M/M-O/P	20.5%
Enh V/L Plus-12 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 1-Peak	21.4%
Enh V/L Plus-12 Mo-Option 1-Off-Peak	21.1%
Enh V/L Plus-12 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 2-Peak	21.2%
Enh V/L Plus-12 Mo-Option 2-Off-Peak	21.0%
Enh V/L Plus-12 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 3-Peak	21.0%
Enh V/L Plus-12 Mo-Option 3-Off-Peak	20.8%
Enh V/L Plus-12 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 4-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 4-Peak	20.8%
Enh V/L Plus-12 Mo-Option 4-Off-Peak	20.6%
Enh V/L Plus-12 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 5-MAUC	22.6%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
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APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

Enh V/L Plus-12 Mo-Option 5-Peak	20.6%
Enh V/L Plus-12 Mo-Option 5-Off-Peak	20.5%
Enh V/L Plus-12 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 6-Peak	20.5%
Enh V/L Plus-12 Mo-Option 6-Off-Peak	20.2%
Enh V/L Plus-12 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 7-Peak	20.2%
Enh V/L Plus-12 Mo-Option 7-Off-Peak	20.1%
Enh V/L Plus-24 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 1-Peak	21.2%
Enh V/L Plus-24 Mo-Option 1-Off-Peak	21.0%
Enh V/L Plus-24 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 2-Peak	21.0%
Enh V/L Plus-24 Mo-Option 2-Off-Peak	20.9%
Enh V/L Plus-24 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 3-Peak	20.8%
Enh V/L Plus-24 Mo-Option 3-Off-Peak	20.6%
Enh V/L Plus-24 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 4-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 4-Peak	20.6%
Enh V/L Plus-24 Mo-Option 4-Off-Peak	20.5%
Enh V/L Plus-24 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 5-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 5-Peak	20.5%
Enh V/L Plus-24 Mo-Option 5-Off-Peak	20.2%
Enh V/L Plus-24 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 6-Peak	20.2%
Enh V/L Plus-24 Mo-Option 6-Off-Peak	20.1%
Enh V/L Plus-24 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 7-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 7-Peak	20.0%
Enh V/L Plus-24 Mo-Option 7-Off-Peak	19.9%
Enh V/L Plus-36 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 1-Peak	21.0%
Enh V/L Plus-36 Mo-Option 1-Off-Peak	20.8%
Enh V/L Plus-36 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 2-Peak	20.6%
Enh V/L Plus-36 Mo-Option 2-Off-Peak	20.5%
Enh V/L Plus-36 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 3-Peak	20.5%
Enh V/L Plus-36 Mo-Option 3-Off-Peak	20.2%
Enh V/L Plus-36 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 4-MAUC	22.6%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
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 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Enh V/L Plus-36 Mo-Option 4-Peak	20.3%
Enh V/L Plus-36 Mo-Option 4-Off-Peak	20.1%
Enh V/L Plus-36 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 5-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 5-Peak	20.2%
Enh V/L Plus-36 Mo-Option 5-Off-Peak	20.1%
Enh V/L Plus-36 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 6-Peak	20.0%
Enh V/L Plus-36 Mo-Option 6-Off-Peak	19.9%
Enh V/L Plus-36 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 7-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 7-Peak	19.9%
Enh V/L Plus-36 Mo-Option 7-Off-Peak	19.7%
EVL Plus Inbound NRC	9.6%
ValueLink Extra IL - MARC \$21,481 to \$257,771, Max Ann MA	14.1%
ValueLink Extra IL - MARC \$257,772 to \$429,620, Max Ann MA	14.1%
ValueLink Extra IL - MARC \$429,621+, Max Ann MARC Disc.	14.1%
ValueLink Extra IL - MARC \$21,481 to \$42,961, Band C per m	19.8%
ValueLink Extra IL - MARC \$42,962 to \$64,442, Band C per m	19.7%
ValueLink Extra IL - MARC \$64,443 to \$85,923, Band C per m	19.7%
ValueLink Extra IL - MARC \$85,924 to \$128,885, Band C per r	19.5%
ValueLink Extra IL - MARC \$128,886 to \$171,847, Band C per	19.4%
ValueLink Extra IL - MARC \$171,848 to \$257,771, Band C per	19.2%
ValueLink Extra IL - MARC \$257,772 to \$429,620, Band C per	19.2%
ValueLink Extra IL - MARC \$429,621+, Band C per minute	19.0%
ValueLink Extra IL - MAUC \$7,500, annual bonus	14.1%
ValueLink Extra IL - MAUC \$15,000, annual bonus	14.1%
ValueLink Extra IL - MAUC \$22,500, annual bonus	14.1%
ValueLink Extra IL - MAUC \$30,000, annual bonus	14.1%
ValueLink Extra IL - MAUC \$45,000, annual bonus	14.1%
ValueLink Extra IL - MAUC \$60,000, annual bonus	14.1%
ValueLink Extra IL - IntraLATA toll/800/888, per min	24.1%
Flat Rate Band C Promotion	11.3%
Winback Term Plan - 12 Month Term Rate Per Minute	13.0%
Winback Term Plan - 18 Month Term Rate Per Minute	12.9%

IL **CO SERVICES**

Item	Discount

RES

Speed Call 8	44.8%
Speed Call 30	64.3%
Multi-feature Discount (2+) Incremental credit	66.0%
CallerID Discount Credit	70.0%
Call Control	23.5%

BUS

Speed Call 8	68.2%
Speed Call 30	58.2%
Multi-feature Discount (3) Credit	69.6%
Multi-feature Discount (4) Credit	65.0%
Multi-feature Discount (5) Credit	65.1%

TBD - To Be Determined
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 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Multi-feature Discount (6) Credit	65.0%
Multi-feature Discount (7) Credit	65.1%
Multi-feature Discount (8) Credit	65.0%
Multi-feature Discount (9) Credit	65.1%
Multi-feature Discount (10) Credit	65.0%
NRS Same CO switch, per retained number NRC	9.9%
NRS Same CO sw, conflict, 1-12 CPs NRC	9.9%
NRS Same CO sw, conflict, 1-12 CPs	9.9%
NRS Same CO sw, conflict, unlimited CPs NRC	9.9%
NRS Same CO sw, conflict, unlimited CPs	9.9%
NRS Diff CO sw, conflict, 1-12 CPs NRC	9.9%
NRS Diff CO sw, conflict, 1-12 CPs	9.9%
NRS Diff CO sw, conflict, unlimited CPs NRC	9.9%
NRS Diff CO sw, conflict, unlimited CPs	9.9%
NRS Change number to which calls are fwd NRC	9.9%

IL **MISC. BUSINESS SERVICES**

Item	Discount

BUS

Trunk Term in CO per Trunk INC	7.9%
Trunk Term in CO per Trunk	7.6%
Subsequent Add/Del/Rear INC	5.8%
Each group of 10 Assgn DID Numbers	75.0%
Each group of 10 Reserved DID Numbers	75.0%

IL **OPERATOR SERVICES**

Item	Discount

RES

Sent Paid/Op Asst Local Band A, Peak, Init Msg	26.9%
Sent Paid/Op Asst Local Band B, Peak, Init Min	23.9%
Sent Paid/Op Asst Local Band C, Peak, Init Min	22.0%
Sent Paid/Op Asst Local Band B, Peak, Addl Min	24.7%
Sent Paid/Op Asst Local Band C, Peak, Addl Min	24.8%
Op Asst Other Local Band A, Peak, Init Min	23.6%
Op Asst Other Local Band B, Peak, Init Min	23.8%
Op Asst Other Local Band C, Peak, Init Min	22.0%
Op Asst Other Local Band A, Peak, Addl Min	22.3%
Op Asst Other Local Band B, Peak, Addl Min	22.8%
Op Asst Other Local Band C, Peak, Addl Min	23.3%
Op Asst Long Distance 0-10, Init Min - Day	19.1%
Op Asst Long Distance 0-10, Addl Min - Day	10.2%
Op Asst Long Distance 10.1-16, Init Min - Day	19.1%
Op Asst Long Distance 10.1-16, Addl Min - Day	10.5%
Op Asst Long Distance 16.1-22, Init Min - Day	19.5%
Op Asst Long Distance 16.1-22, Addl Min - Day	11.4%
Op Asst Long Distance 22.1-40, Init Min - Day	19.5%
Op Asst Long Distance 22.1-40, Addl Min - Day	11.4%
Op Asst Long Distance 40.1+, Init Min - Day	19.4%
Op Asst Long Distance 40.1+, Addl Min - Day	13.3%
Op Asst Long Distance 0-10, Init Min - Evening	20.7%
Op Asst Long Distance 0-10, Addl Min - Evening	10.0%
Op Asst Long Distance 10.1-16, Init Min - Evening	21.6%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Op Asst Long Distance 10.1-16, Addl Min - Evening	10.5%
Op Asst Long Distance 16.1-22, Init Min - Evening	22.7%
Op Asst Long Distance 16.1-22, Addl Min - Evening	11.4%
Op Asst Long Distance 22.1-40, Init Min - Evening	22.7%
Op Asst Long Distance 22.1-40, Addl Min - Evening	11.4%
Op Asst Long Distance 40.1+, Init Min - Evening	23.4%
Op Asst Long Distance 40.1+, Addl Min - Evening	13.3%
Op Asst Long Distance 0-10, Init Min - Night	20.5%
Op Asst Long Distance 0-10, Addl Min - Night	10.0%
Op Asst Long Distance 10.1-16, Init Min - Night	21.1%
Op Asst Long Distance 10.1-16, Addl Min - Night	10.1%
Op Asst Long Distance 16.1-22, Init Min - Night	21.9%
Op Asst Long Distance 16.1-22, Addl Min - Night	10.7%
Op Asst Long Distance 22.1-40, Init Min - Night	21.9%
Op Asst Long Distance 22.1-40, Addl Min - Night	10.7%
Op Asst Long Distance 40.1+, Init Min - Night	23.6%
Op Asst Long Distance 40.1+, Addl Min - Night	12.0%
Person-to-Person Local	58.8%
Third Number Billed Local	49.8%
Collect Calls Local	70.5%
Calling Card Customer Dialed Local	66.9%
Calling Card Operator Dialed Local	71.9%
Calling Card Operator Must Assist Local	57.2%
Operator Assisted Local	20.0%
Person-to-Person Toll	47.3%
Third Number Billed Toll	44.3%
Collect Calls Toll	59.0%
Calling Card Customer Dialed Toll	66.9%
Calling Card Operator Dialed Toll	55.6%
Calling Card Operator Must Assist Toll	57.2%
Operator Assisted Toll	22.9%
Residence National DA Direct Dialed	13.7%
Residence National DA Alternate Billed	13.7%
Residence DA Direct Dialed	36.0%

BUS

Person to Person Toll	47.3%
Third Number Billed Toll	44.3%
Collect Call Toll	59.0%
Calling Card Customer Dialed Toll	66.9%
Calling Card Operator Dialed Toll	55.6%
Calling Card Operator Must Assist Toll	57.2%
Operator Assisted Surcharge Toll	22.9%
Person to Person Band C	47.3%
Third Number Billed Band C	44.3%
Collect Call Band C	59.0%
Calling Card Customer Dialed Band C	66.9%
Calling Card Operator Dialed Band C	55.6%
Calling Card Operator Must Assist Band C	57.2%
Operator Assisted Surcharge Band C	20.0%
Op Asst Usage Band C, Peak, Init Min	14.8%
Op Asst Usage Band C, Peak, Addl Min	16.4%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Op Asst Long Distance 0-10, Init Min - Day	42.2%
Op Asst Long Distance 0-10, Addl Min - Day	21.6%
Op Asst Long Distance 10.1-16, Init Min - Day	41.3%
Op Asst Long Distance 10.1-16, Addl Min - Day	22.0%
Op Asst Long Distance 16.1-22, Init Min - Day	41.0%
Op Asst Long Distance 16.1-22, Addl Min - Day	22.6%
Op Asst Long Distance 22.1-40, Init Min - Day	41.0%
Op Asst Long Distance 22.1-40, Addl Min - Day	22.6%
Op Asst Long Distance 40.1+, Init Min - Day	40.4%
Op Asst Long Distance 40.1+, Addl Min - Day	24.2%
Op Asst Long Distance 0-10, Init Min - Evening	44.9%
Op Asst Long Distance 0-10, Addl Min - Evening	21.6%
Op Asst Long Distance 10.1-16, Init Min - Evening	45.1%
Op Asst Long Distance 10.1-16, Addl Min - Evening	21.8%
Op Asst Long Distance 16.1-22, Init Min - Evening	45.6%
Op Asst Long Distance 16.1-22, Addl Min - Evening	22.6%
Op Asst Long Distance 22.1-40, Init Min - Evening	45.6%
Op Asst Long Distance 22.1-40, Addl Min - Evening	22.6%
Op Asst Long Distance 40.1+, Init Min - Evening	45.9%
Op Asst Long Distance 40.1+, Addl Min - Evening	24.2%
Op Asst Long Distance 0-10, Init Min - Night	45.1%
Op Asst Long Distance 0-10, Addl Min - Night	21.3%
Op Asst Long Distance 10.1-16, Init Min - Night	45.4%
Op Asst Long Distance 10.1-16, Addl Min - Night	21.4%
Op Asst Long Distance 16.1-22, Init Min - Night	45.7%
Op Asst Long Distance 16.1-22, Addl Min - Night	22.0%
Op Asst Long Distance 22.1-40, Init Min - Night	45.7%
Op Asst Long Distance 22.1-40, Addl Min - Night	22.0%
Op Asst Long Distance 40.1+, Init Min - Night	46.4%
Op Asst Long Distance 40.1+, Addl Min - Night	23.1%
Business National DA Direct Dialed	13.7%
Business National DA Alternate Billed	13.7%
Business DA Direct Dialed	36.0%
COPTS National DA Direct Dialed	10.0%
COPTS National DA Alternate Billed	13.7%
Hotel/Motel DA Direct Dialed	10.0%
Hotel/Motel National DA Alternate Billed	13.7%
Hospital National DA Direct Dialed	10.0%
Hospital National DA Alternate Billed	13.7%
Basic COPTS/COPTS coin line	10.0%

IL **DIRECTORY SERVICES**

Item	Discount

BUS

Bus Add'l List Chicago and Metro	63.8%
Bus Add'l List non-met	71.0%
Private Listing	11.1%
Semi-Private Listing	14.5%
Custom Number Svc Num Search & Assign	33.8%

IL **ISDN DIRECT & PRIME**

Item	Discount

TBD - To Be Determined
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 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

BUS

ISDN CO Termination NRC	79.4%
ISDN CO Termination - mo	11.5%
Cir Sw Capability, per B chnl NRC	79.3%
Cir Sw Capability, per B chnl mo	14.0%
Cir Sw Capability, per B chnl 3yr	13.3%
Cir Sw Capability, per B chnl 5yr	12.9%
Cir Sw Capability, per B chnl 7yr	12.3%
Packet Sw Data B chnl NRC	79.4%
Packet Sw Data B chnl mo	52.8%
Packet Sw Data B chnl 3yr	51.5%
Packet Sw Data B chnl 5yr	50.1%
Packet Sw Data B chnl 7yr	48.6%
Packet Switched "D" NRC	79.3%
Packet Switched "D"	52.2%
Packet Switched "D" - 3yr	51.6%
Packet Switched "D" - 5yr	51.0%
Packet Switched "D" - 7yr	50.5%
On-Demand Packet SW B chnl NRC	79.4%
On-Demand Packet SW B chnl mo	76.7%
Additional Call Offering, each NRC	79.4%
Additional Call Offering, each mo	75.2%
Addl Mult call appear. NRC	79.4%
Addl Mult call appear.	79.0%
Direct Intercom Calling NRC	79.4%
Direct Intercom Calling	38.8%
Direct Msg Wait Indicator NRC	11.8%
Direct Msg Wait Indicator	64.8%
Sec. Telephone #s Inc	79.4%
Sec. Telephone #s	62.0%
Direct Sta Ctrl Conf-6 Port NRC	79.3%
Direct Sta Ctrl Conf-6 Port	9.1%
Sub Chrg for Cir Sw/Packet Sw	12.7%
Custom Ordering Chrg, per ISDN line	6.9%
ISDN Prime Connections Inc	15.1%
ISDN Prime Connections	9.4%
ISDN Prime Connections - 3yr	35.6%
ISDN Prime Connections - 5yr	35.6%
ISDN Prime Connections - 7yr	35.6%
ISDN Prime Telephone #s	0.0%
ISDN Prime Telephone #s - 3yr	0.0%
ISDN Prime Telephone #s - 5yr	0.0%
ISDN Prime Telephone #s - 7yr	0.0%
ISDN Prime Backup D Channel Inc	22.8%
ISDN Prime Backup D Channel	87.9%
ISDN Prime Backup D Channel - 3yr	87.9%
ISDN Prime Backup D Channel - 5yr	87.9%
ISDN Prime Backup D Channel - 7yr	88.0%
ISDN Prime Packet Switched Data Inc	12.7%
ISDN Prime Packet Switched Data	86.5%
ISDN Prime Packet Switched Data - 3yr	86.6%
ISDN Prime Packet Switched Data - 5yr	86.8%

TBD - To Be Determined
 NRO - Nonrecurring only
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 NA - Not Applicable

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

ISDN Prime Packet Switched Data - 7yr	86.9%
ISDN Prime Intercom B Chnl-Sw V/D Inc	12.5%
ISDN Prime Intercom B Chnl-Sw V/D	87.9%
ISDN Prime Intercom B Chnl-Sw V/D - 3yr	87.9%
ISDN Prime Intercom B Chnl-Sw V/D - 5yr	87.9%
ISDN Prime Intercom B Chnl-Sw V/D- 7yr	87.9%
ISDN Prime Intercom B Chnl-Pkt V/D Inc	15.2%
ISDN Prime Intercom B Chnl-Pkt V/D	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D - 3yr	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D - 5yr	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D- 7yr	13.8%
ISDN Prime Chg/add Existing Single Trk Inc	61.1%
ISDN Prime ISDN Calling Name ID NRC	14.3%
ISDN Prime ISDN Calling Name ID Mo	32.1%
ISDN Prime 2 B Channel Transfer NRC	12.2%
ISDN Prime 2 B Channel Transfer Mo	28.2%
ISDN Prime Call by Call for FX Inc	7.5%
ISDN Prime Call by Call for FX	7.5%
ISDN Prime Call by Call for FX - 3yr	7.4%
ISDN Prime Call by Call for FX - 5yr	7.5%
ISDN Prime Call by Call for FX - 7yr	7.5%
ISDN Prime Call by Call for Tie Lines Inc	7.5%
ISDN Prime Call by Call for Tie Lines	7.5%
ISDN Prime Call by Call for Tie Lines - 3yr	7.4%
ISDN Prime Call by Call for Tie Lines - 5yr	7.5%
ISDN Prime Call by Call for Tie Lines - 7yr	7.5%
ISDN Prime Network Ring Again Inc	7.5%
ISDN Prime Network Ring Again	7.5%
ISDN Prime Network Ring Again - 3yr	7.5%
ISDN Prime Network Ring Again - 5yr	7.5%
ISDN Prime Network Ring Again - 7yr	7.5%
ISDN Prime Network Name Display Inc	7.5%
ISDN Prime Network Name Display	7.5%
ISDN Prime Network Name Display - 3yr	7.5%
ISDN Prime Network Name Display - 5yr	7.5%
ISDN Prime Network Name Display - 7yr	7.5%

IL

CENTREX

Item	Discount

BUS

ACS System Charges, 2-50 NRC	37.8%
ACS System Charges, 2-50	15.4%
ACS System Charges, 2-50 3yr	15.4%
ACS System Charges, 2-50 5yr	15.4%
ACS System Charges, 2-50 7yr	15.4%
ACS System Charges, 51-100 NRC	37.9%
ACS System Charges, 51-100	15.4%
ACS System Charges, 51-100 3yr	15.4%
ACS System Charges, 51-100 5yr	15.4%
ACS System Charges, 51-100 7yr	15.4%
ACS System Charges, 101-200 NRC	38.9%
ACS System Charges, 101-200	15.4%

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AMERITECH
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 AMERITECH/BITWISE COMMUNICATIONS, INC.

ACS System Charges, 101-200 3yr	15.4%
ACS System Charges, 101-200 5yr	15.4%
ACS System Charges, 101-200 7yr	15.4%
ACS System Charges, 201-500 NRC	43.8%
ACS System Charges, 201-500	15.4%
ACS System Charges, 201-500 3yr	15.4%
ACS System Charges, 201-500 5yr	15.4%
ACS System Charges, 201-500 7yr	15.4%
ACS System Charges, 500+ NRC	46.2%
ACS System Charges, 500+	15.4%
ACS System Charges, 500+ 3yr	15.4%
ACS System Charges, 500+ 5yr	15.4%
ACS System Charges, 500+ 7yr	15.4%
ACS System Conv, 2-50 NRC	15.4%
ACS System Conv, 51-100 NRC	16.7%
ACS System Conv, 101-200 NRC	17.1%
ACS System Conv, 201-500 NRC	17.9%
ACS System Conv, 500+ NRC	18.1%
Centrex Basic Line, 2-6	10.9%
Centrex Basic Line, 7-24	10.5%
Centrex Basic Line, 25-49	10.7%
Centrex Basic Line, 50-99	10.7%
Centrex Basic Line, 101-199	10.6%
Centrex Basic Line, 200+	10.6%
Centrex Basic Line, 2-6 3yr	10.1%
Centrex Basic Line, 7-24 3yr	9.5%
Centrex Basic Line, 25-49 3yr	9.5%
Centrex Basic Line, 50-99 3yr	9.3%
Centrex Basic Line, 101-199 3yr	8.9%
Centrex Basic Line, 200+ 3yr	8.9%
Centrex Basic Line, 2-6 5yr	9.9%
Centrex Basic Line, 7-24 5yr	9.2%
Centrex Basic Line, 25-49 5yr	9.1%
Centrex Basic Line, 50-99 5yr	8.9%
Centrex Basic Line, 101-199 5yr	8.7%
Centrex Basic Line, 200+ 5yr	8.7%
Centrex Basic Line, 2-6 7yr	9.8%
Centrex Basic Line, 7-24 7yr	9.2%
Centrex Basic Line, 25-49 7yr	9.1%
Centrex Basic Line, 50-99 7yr	8.9%
Centrex Basic Line, 101-199 7yr	8.7%
Centrex Basic Line, 200+ 7yr	8.7%
Elect Key Line, 2-6 NRC	14.9%
Elect Key Line, 7-24 NRC	14.9%
Elect Key Line, 25-49 NRC	14.9%
Elect Key Line, 50-99 NRC	15.0%
Elect Key Line, 100-199 NRC	15.0%
Elect Key Line, 200+ NRC	15.0%
Elect Key Line, 2-6	12.2%
Elect Key Line, 7-24	11.8%
Elect Key Line, 25-49	11.8%
Elect Key Line, 50-99	11.8%

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Elect Key Line, 100-199	11.8%
Elect Key Line, 200+	11.8%
Elect Key Line, 2-6 3yr	11.4%
Elect Key Line, 7-24 3yr	10.8%
Elect Key Line, 25-49 3yr	10.7%
Elect Key Line, 50-99 3yr	10.5%
Elect Key Line, 100-199 3yr	10.2%
Elect Key Line, 200+ 3yr	10.2%
Elect Key Line, 2-6 5yr	11.1%
Elect Key Line, 7-24 5yr	10.6%
Elect Key Line, 25-49 5yr	10.4%
Elect Key Line, 50-99 5yr	10.1%
Elect Key Line, 100-199 5yr	9.9%
Elect Key Line, 200+ 5yr	9.9%
Elect Key Line, 2-6 7yr	11.0%
Elect Key Line, 7-24 7yr	10.5%
Elect Key Line, 25-49 7yr	10.3%
Elect Key Line, 50-99 7yr	10.1%
Elect Key Line, 100-199 7yr	9.9%
Elect Key Line, 200+ 7yr	9.9%
Centrex-ISDN Cust Ln, 2-6 NRC	13.4%
Centrex-ISDN Cust Ln, 7-24 NRC	13.4%
Centrex-ISDN Cust Ln, 25-49 NRC	13.4%
Centrex-ISDN Cust Ln, 50-99 NRC	13.4%
Centrex-ISDN Cust Ln, 100-199 NRC	13.4%
Centrex-ISDN Cust Ln, 200+ NRC	13.4%
Centrex-ISDN Cust Ln, 2-6	1.5%
Centrex-ISDN Cust Ln, 7-24	1.5%
Centrex-ISDN Cust Ln, 25-49	1.5%
Centrex-ISDN Cust Ln, 50-99	1.5%
Centrex-ISDN Cust Ln, 100-199	1.5%
Centrex-ISDN Cust Ln, 200+	1.5%
Centrex-ISDN Cust Ln, 2-6 3yr	1.3%
Centrex-ISDN Cust Ln, 7-24 3yr	1.3%
Centrex-ISDN Cust Ln, 25-49 3yr	1.2%
Centrex-ISDN Cust Ln, 50-99 3yr	1.1%
Centrex-ISDN Cust Ln, 100-199 3yr	1.1%
Centrex-ISDN Cust Ln, 200+ 3yr	1.1%
Centrex-ISDN Cust Ln, 2-6 5yr	1.3%
Centrex-ISDN Cust Ln, 7-24 5yr	1.2%
Centrex-ISDN Cust Ln, 25-49 5yr	1.1%
Centrex-ISDN Cust Ln, 50-99 5yr	1.1%
Centrex-ISDN Cust Ln, 100-199 5yr	1.0%
Centrex-ISDN Cust Ln, 200+ 5yr	1.0%
Centrex-ISDN Cust Ln, 2-6 7yr	1.2%
Centrex-ISDN Cust Ln, 7-24 7yr	1.2%
Centrex-ISDN Cust Ln, 25-49 7yr	1.1%
Centrex-ISDN Cust Ln, 50-99 7yr	1.1%
Centrex-ISDN Cust Ln, 100-199 7yr	1.0%
Centrex-ISDN Cust Ln, 200+ 7yr	1.0%
Centrex-ISDN Natl Ln, 2-6 NRC	13.4%
Centrex-ISDN Natl Ln, 7-24 NRC	13.4%

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Centrex-ISDN Natl Ln, 25-49 NRC	13.4%
Centrex-ISDN Natl Ln, 50-99 NRC	13.4%
Centrex-ISDN Natl Ln, 100-199 NRC	13.4%
Centrex-ISDN Natl Ln, 200+ NRC	13.4%
Centrex-ISDN Natl Ln, 2-6	1.5%
Centrex-ISDN Natl Ln, 7-24	1.5%
Centrex-ISDN Natl Ln, 25-49	1.5%
Centrex-ISDN Natl Ln, 50-99	1.5%
Centrex-ISDN Natl Ln, 100-199	1.5%
Centrex-ISDN Natl Ln, 200+	1.5%
Centrex-ISDN Natl Ln, 2-6 3yr	1.3%
Centrex-ISDN Natl Ln, 7-24 3yr	1.3%
Centrex-ISDN Natl Ln, 25-49 3yr	1.2%
Centrex-ISDN Natl Ln, 50-99 3yr	1.1%
Centrex-ISDN Natl Ln, 100-199 3yr	1.1%
Centrex-ISDN Natl Ln, 200+ 3yr	1.1%
Centrex-ISDN Natl Ln, 2-6 5yr	1.3%
Centrex-ISDN Natl Ln, 7-24 5yr	1.2%
Centrex-ISDN Natl Ln, 25-49 5yr	1.1%
Centrex-ISDN Natl Ln, 50-99 5yr	1.1%
Centrex-ISDN Natl Ln, 100-199 5yr	1.0%
Centrex-ISDN Natl Ln, 200+ 5yr	1.0%
Centrex-ISDN Natl Ln, 2-6 7yr	1.2%
Centrex-ISDN Natl Ln, 7-24 7yr	1.2%
Centrex-ISDN Natl Ln, 25-49 7yr	1.1%
Centrex-ISDN Natl Ln, 50-99 7yr	1.1%
Centrex-ISDN Natl Ln, 100-199 7yr	1.0%
Centrex-ISDN Natl Ln, 200+ 7yr	1.0%
Opti-Centrex Basic 2+ Line, NRC	6.8%
Opti-Centrex Basic 2+ Line, 1 mo	34.4%
Opti-Centrex Basic 2+ Line, 36 mo	34.4%
Opti-Centrex Basic 2+ Line, 60 mo	34.4%
Opti-Centrex Basic 2+ Line, 84 mo	34.4%
Opti-Centrex Basic 7+ Line, NRC	6.8%
Opti-Centrex Basic 7+ Line, 1 mo	34.4%
Opti-Centrex Basic 7+ Line, 36 mo	34.2%
Opti-Centrex Basic 7+ Line, 60 mo	34.0%
Opti-Centrex Basic 7+ Line, 84 mo	33.3%
Opti-Centrex Basic 25+ Line, NRC	6.8%
Opti-Centrex Basic 25+ Line, 1 mo	34.4%
Opti-Centrex Basic 25+ Line, 36 mo	34.2%
Opti-Centrex Basic 25+ Line, 60 mo	33.9%
Opti-Centrex Basic 25+ Line, 84 mo	33.4%
Opti-Centrex Basic 50+ Line, NRC	6.8%
Opti-Centrex Basic 50+ Line, 1 mo	34.4%
Opti-Centrex Basic 50+ Line, 36 mo	34.2%
Opti-Centrex Basic 50+ Line, 60 mo	33.8%
Opti-Centrex Basic 50+ Line, 84 mo	33.1%
Opti-Centrex Basic 100+ Line, NRC	6.8%
Opti-Centrex Basic 100+ Line, 1 mo	34.4%
Opti-Centrex Basic 100+ Line, 36 mo	34.1%
Opti-Centrex Basic 100+ Line, 60 mo	33.8%

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 NA - Not Applicable

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Opti-Centrex Basic 100+ Line, 84 mo	33.2%
Opti-Centrex Basic 200+ Line, NRC	6.8%
Opti-Centrex Basic 200+ Line, 1 mo	34.4%
Opti-Centrex Basic 200+ Line, 36 mo	34.2%
Opti-Centrex Basic 200+ Line, 60 mo	33.8%
Opti-Centrex Basic 200+ Line, 84 mo	33.1%
Opti-Centrex ISDN National 2+ Line, NRC	5.7%
Opti-Centrex ISDN National 2+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 2+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 2+ Line, 60 mo	14.4%
Opti-Centrex ISDN National 2+ Line, 84 mo	14.3%
Opti-Centrex ISDN National 7+ Line, NRC	5.7%
Opti-Centrex ISDN National 7+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 7+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 7+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 7+ Line, 84 mo	14.2%
Opti-Centrex ISDN National 25+ Line, NRC	5.7%
Opti-Centrex ISDN National 25+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 25+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 25+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 25+ Line, 84 mo	14.3%
Opti-Centrex ISDN National 50+ Line, NRC	5.7%
Opti-Centrex ISDN National 50+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 50+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 50+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 50+ Line, 84 mo	14.1%
Opti-Centrex ISDN National 100+ Line, NRC	5.7%
Opti-Centrex ISDN National 100+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 100+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 100+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 100+ Line, 84 mo	14.2%
Opti-Centrex ISDN National 200+ Line, NRC	5.7%
Opti-Centrex ISDN National 200+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 200+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 200+ Line, 60 mo	14.2%
Opti-Centrex ISDN National 200+ Line, 84 mo	14.1%
Centrex-ISDN Elect Key Line per "B" NRC	13.7%
Centrex-ISDN Elect Key Line per "B"	20.5%
Centrex-ISDN Elect Key Line per "B" 3yr	20.3%
Centrex-ISDN Elect Key Line per "B" 5yr	19.7%
Centrex-ISDN Elect Key Line per "B" 7yr	19.4%
Circuit Sw Data per "B" NRC	13.8%
Circuit Sw Data per "B"	28.4%
Circuit Sw Data per "B" 3yr	27.8%
Circuit Sw Data per "B" 5yr	27.1%
Circuit Sw Data per "B" 7yr	26.4%
Alt EI Key/CSD per "B" NRC	13.6%
Alt EI Key/CSD per "B"	24.8%
Alt EI Key/CSD per "B" 3yr	24.3%
Alt EI Key/CSD per "B" 5yr	23.8%
Alt EI Key/CSD per "B" 7yr	23.3%
Packet Sw Data per "B" NRC	14.6%

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NRO - Nonrecurring only
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APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

Packet Sw Data per "B"	61.7%
Packet Sw Data per "B" 3yr	60.9%
Packet Sw Data per "B" 5yr	60.1%
Packet Sw Data per "B" 7yr	59.1%
Packet Sw Data per "D" NRC	13.5%
Packet Sw Data per "D"	60.1%
Packet Sw Data per "D" 3yr	58.2%
Packet Sw Data per "D" 5yr	57.0%
Packet Sw Data per "D" 7yr	55.8%
On Demand PSD per "B" NRC	13.8%
On Demand PSD per "B"	58.7%
On Demand PSD per "B" 3yr	57.2%
On Demand PSD per "B" 5yr	56.6%
On Demand PSD per "B" 7yr	55.9%
Add On Mods, 10/18 button NRC	13.6%
Add On Mods, 20/36 button NRC	13.9%
CTX-Automatic Callback	66.8%
CTX-Call Screening	63.2%
CTX-Repeat Dialing	63.2%
CTX-Selecting Distinctive Ringing	62.0%
Call Fwd over Private Facilities	68.8%
Call Request w/queue - line	72.0%
Call Request w/queue - sys NRC	14.4%
Calling Name Display NRC	21.6%
Calling Name Display	56.0%
Visual Message Waiting Ind	51.0%
Direct Connect Orig	51.0%
Direct Conn Orig w/Delay	51.0%
Direct Station Selection NRC	45.3%
Direct Station Selection	21.0%
Distance Extension NRC	78.6%
Dist Ext per Elect Key Line	14.6%
Dist Ext per ISDN Line	14.9%
Executive Display Comm	22.0%
Make Busy Key	70.3%
CTX Msg Waiting Indicator NRC	33.0%
CTX Msg Waiting Indicator	58.8%
MADN NRC	14.4%
MADN	16.0%
Premium Feature Package	31.0%
Query Busy Sta NRC	24.9%
Query Busy Sta	26.7%
Secondary Dir Tel Number	24.0%
Speed Calling-Long	52.5%
Speed Calling-Expanded No Grp	58.3%
Stop Hunt Key	15.2%
Alternate Access NRC	14.0%
Alternate Access	76.3%
Queuing NRC	14.0%
Queuing	22.0%
Closed User Grp, Ind Dsgn NRC	15.2%
Closed User Grp, Ind Dsgn	78.7%

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 AMERITECH/BITWISE COMMUNICATIONS, INC.

Closed User Grp, Add Mem NRC	14.3%
Closed User Grp, Add Mem	79.0%
Direct Call NRC	5.4%
Direct Call	79.0%
Hunt Group NRC	14.2%
Hunt Group	70.2%
Logical Chan, >32 "B" Packet NRC	14.3%
Logical Chan, >32 "B" Packet	79.0%
Logical Chan, 2+ "D" Packet NRC	14.3%
Logical Chan, 2+ "D" Packet	79.0%
Permanent Virtual Circuit NRC	14.0%
Permanent Virtual Circuit	78.6%
AWN 1-200 Lines NRC	34.2%
AWN 201-500 Lines NRC	28.7%
AWN Addl 500 line Block NRC	31.3%
AWN Out of Ntwk Numbers, 1st 10 NRC	15.7%
AWN Out of Ntwk Numbers, per 50 NRC	15.7%
AWN Number Input, 1st 10 NRC	15.5%
AWN Number Input, per 50 NRC	6.4%
AWN per Line	28.0%
AWN Out of Ntwk Numbers, 1st 10	23.0%
AWN Out of Ntwk Numbers, per 50	18.4%
ACMSI Per System 1200 baud NRC	15.4%
ACMSI Per System 1200 baud	13.6%
ACMSI Per System 1200 baud 3yr	13.6%
ACMSI Per System 1200 baud 5yr	13.5%
ACMSI Per System 1200 baud 7yr	13.4%
ACMSI Per System 9600 baud NRC	16.9%
ACMSI Per System 9600 baud	14.8%
ACMSI Per System 9600 baud 3yr	14.9%
ACMSI Per System 9600 baud 5yr	14.8%
ACMSI Per System 9600 baud 7yr	14.3%
AVN (MSA1) Max 2.5 CCS, 0-15 mi	19.5%
AVN (MSA1) Max 2.5 CCS, 15+ mi	22.6%
AVN (MSA1) Max 3.5 CCS, 0-15 mi	17.9%
AVN (MSA1) Max 3.5 CCS, 15+ mi	21.5%
AVN (MSA1) Max 4.5 CCS, 0-15 mi	16.8%
AVN (MSA1) Max 4.5 CCS, 15+ mi	32.1%
AVN (MSA1) Max 5.5 CCS, 0-15 mi	20.0%
AVN (MSA1) Max 5.5 CCS, 15+ mi	23.9%
AVN (MSA1) Max 8.0 CCS, 0-15 mi	18.3%
AVN (MSA1) Max 8.0 CCS, 15+ mi	21.6%
AVN Remote OmniPresence	14.2%
AVN Hub OmniPresence 0-6 CCS	14.2%
AVN Hub OmniPresence 6-9 CCS	14.2%
AVN Hub OmniPresence 9-12 CCS	14.2%
AVN Basic Channel	14.3%
AVN Basic Channel - 3yr	14.2%
AVN Basic Channel - 5yr	14.2%
AVN ISDN Circuit Sw Channel	14.2%
AVN ISDN Circuit Sw Channel - 3yr	14.2%
AVN ISDN Circuit Sw Channel - 5yr	14.3%

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Cust Prem Announcement NRC	14.9%
Cust Prem Announcement	20.2%
Cust Prem Announcement - 3yr	19.8%
Cust Prem Announcement - 5yr	19.5%
Cust Prem Announcement - 7yr	19.1%
CO Recorded Announcement NRC	14.5%
CO Recorded Announcement	14.7%
CO Recorded Announcement - 3yr	14.5%
CO Recorded Announcement - 5yr	14.4%
CO Recorded Announcement - 7yr	14.2%
CO Recorded Secondary Ann NRC	14.5%
CO Recorded Secondary Ann	14.7%
CO Recorded Secondary Ann - 3yr	14.5%
CO Recorded Secondary Ann - 5yr	14.4%
CO Recorded Secondary Ann - 7yr	14.2%
Assume Dial 9 Per System, Per Line NRC	14.0%
Assume Dial 9 Per System, Per Line	78.8%
Assume Dial 9 Per System, Per Line - 3yr	78.8%
Assume Dial 9 Per System, Per Line - 5yr	78.8%
Assume Dial 9 Per System, Per Line - 7yr	78.8%
Attendant Console Digital NRC	15.5%
Attendant Console Digital	14.9%
Attendant Console Digital - 3yr	14.6%
Attendant Console Digital - 5yr	14.5%
Attendant Console Digital - 7yr	14.4%
Attendant Console ISDN NRC	21.6%
Attendant Console ISDN	46.1%
Attendant Console ISDN - 3yr	43.5%
Attendant Console ISDN - 5yr	42.5%
Attendant Console ISDN - 7yr	41.3%
Attendant Call Detail Entry NRC	13.5%
Attendant Call Detail Entry	29.0%
Attendant Call Detail Entry - 3yr	29.0%
Attendant Call Detail Entry - 5yr	29.0%
Attendant Call Detail Entry - 7yr	29.0%
Attendant Conference NRC	13.7%
Attendant Conference	13.5%
Attendant Conference - 3yr	13.2%
Attendant Conference - 5yr	13.2%
Attendant Conference - 7yr	13.2%
Direct Station Selection NRC	16.3%
Direct Station Selection	15.2%
Direct Station Selection - 3yr	15.2%
Direct Station Selection - 5yr	15.2%
Direct Station Selection - 7yr	15.2%
Multi Position Hunt per Grp NRC	14.7%
Multi Position Hunt per Pos	16.0%
Multi Position Hunt per Pos - 3yr	16.0%
Multi Position Hunt per Pos - 5yr	16.0%
Multi Position Hunt per Pos - 7yr	16.0%
Name Display NRC	16.3%
Name Display	74.1%

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Name Display - 3yr	74.1%
Name Display - 5yr	74.1%
Name Display - 7yr	74.1%
Operational Measurements NRC	14.0%
Operational Measurements	60.0%
Operational Measurements - 3yr	60.0%
Operational Measurements - 5yr	60.0%
Operational Measurements - 7yr	60.0%
ARS Basic Initial Pattern NRC	14.0%
ARS Basic Initial Pattern	13.3%
ARS Basic Initial Pattern - 3yr	13.2%
ARS Basic Initial Pattern - 5yr	13.2%
ARS Basic Initial Pattern - 7yr	13.2%
ARS Basic Additional Pattern NRC	14.0%
ARS Basic Additional Pattern	25.5%
ARS Basic Additional Pattern - 3yr	22.7%
ARS Basic Additional Pattern - 5yr	21.2%
ARS Basic Additional Pattern - 7yr	20.0%
ARS Basic Digit 1 Delivery NRC	18.5%
ARS Deluxe System NRC	15.0%
ARS Deluxe System	14.3%
ARS Deluxe System - 3yr	13.9%
ARS Deluxe System - 5yr	13.8%
ARS Deluxe System - 7yr	13.6%
ARS Deluxe Additional Pattern NRC	14.0%
ARS Deluxe Additional Pattern	25.5%
ARS Deluxe Additional Pattern - 3yr	22.7%
ARS Deluxe Additional Pattern - 5yr	21.2%
ARS Deluxe Additional Pattern - 7yr	20.0%
ARS Deluxe IDDD Dialing per System NRC	33.3%
ARS Deluxe IDDD Dialing per System	78.6%
ARS Deluxe IDDD Dialing per System - 3yr	78.6%
ARS Deluxe IDDD Dialing per System - 5yr	78.6%
ARS Deluxe IDDD Dialing per System - 7yr	78.6%
ARS Deluxe 7 to 10 Digit Screen per Trans NRC	13.9%
ARS Deluxe TOD Routing per Schedule NRC	14.1%
ARS Deluxe TOD Routing per Schedule	67.1%
ARS Deluxe TOD Routing per Schedule - 3yr	66.6%
ARS Deluxe TOD Routing per Schedule - 5yr	66.0%
ARS Deluxe TOD Routing per Schedule - 7yr	65.4%
ARS Deluxe Digit 1 Delivery NRC	18.5%
CF MultiPath Per Sys, Per Arrangement NRC	20.2%
CF MultiPath Per Sys, Per Arrangement	78.6%
CF MultiPath Per Sys, Per Arrangement - 3yr	78.6%
CF MultiPath Per Sys, Per Arrangement - 5yr	78.6%
CF MultiPath Per Sys, Per Arrangement - 7yr	78.6%
Call Waiting Lamp Unique Timing State NRC	14.2%
Call Waiting Lamp Unique Timing State	14.0%
Call Waiting Lamp Unique Timing State - 3yr	14.0%
Call Waiting Lamp Unique Timing State - 5yr	14.0%
Call Waiting Lamp Unique Timing State - 7yr	14.0%
CTX Stat Identification Tie Line Group NRC	29.4%

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APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

CTX Stat Identification Line Arranged	14.0%
CTX Stat Identification Line Arranged - 3yr	14.0%
CTX Stat Identification Line Arranged - 5yr	14.0%
CTX Stat Identification Line Arranged - 7yr	14.0%
6-Port Conference Circuit NRC	14.3%
6-Port Conference Circuit	14.8%
6-Port Conference Circuit - 3yr	14.7%
6-Port Conference Circuit - 5yr	14.7%
6-Port Conference Circuit - 7yr	14.7%
Arrangement Linking 4 Ports NRC	14.5%
Arrangement Linking 4 Ports	37.4%
Arrangement Linking 4 Ports - 3yr	37.4%
Arrangement Linking 4 Ports - 5yr	37.4%
Arrangement Linking 4 Ports - 7yr	37.4%
Conferencing Present Group NRC	21.7%
Conferencing Present Group	14.2%
Conferencing Present Group - 3yr	14.2%
Conferencing Present Group - 5yr	14.2%
Conferencing Present Group - 7yr	14.2%
System Privacy Release NRC	13.9%
System Privacy Release	78.7%
System Privacy Release - 3yr	78.7%
System Privacy Release - 5yr	78.7%
System Privacy Release - 7yr	78.7%
Cust Call Diverting Pub/Private Nwrk Facilities NRC	14.9%
Do Not Disturb Line NRC	21.6%
Do Not Disturb Line	78.5%
Do Not Disturb Line - 3yr	78.5%
Do Not Disturb Line - 5yr	78.5%
Do Not Disturb Line - 7yr	78.5%
Do Not Disturb Group of Lines NRC	14.1%
Do Not Disturb Group of Lines	78.8%
Do Not Disturb Group of Lines - 3yr	78.8%
Do Not Disturb Group of Lines - 5yr	78.8%
Do Not Disturb Group of Lines - 7yr	78.8%
EDI Served NRC	13.6%
EDI Served	78.6%
EDI Served - 3yr	78.6%
EDI Served - 5yr	78.6%
EDI Served - 7yr	78.6%
EDI 1-250 Lines Equiped NRC	14.2%
EDI 1-250 Lines Equiped	22.6%
EDI 1-250 Lines Equiped - 3yr	20.9%
EDI 1-250 Lines Equiped - 5yr	19.1%
EDI 1-250 Lines Equiped - 7yr	17.2%
EDI 251-500 Lines Equiped NRC	13.7%
EDI 251-500 Lines Equiped	22.6%
EDI 251-500 Lines Equiped - 3yr	20.9%
EDI 251-500 Lines Equiped - 5yr	19.1%
EDI 251-500 Lines Equiped - 7yr	17.2%
EDI 501-1000 Lines Equiped NRC	13.5%
EDI 501-1000 Lines Equiped	22.6%

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EDI 501-1000 Lines Equiped - 3yr	20.9%
EDI 501-1000 Lines Equiped - 5yr	19.1%
EDI 501-1000 Lines Equiped - 7yr	17.2%
EDI 1001-2000 Lines Equiped NRC	13.4%
EDI 1001-2000 Lines Equiped	22.5%
EDI 1001-2000 Lines Equiped - 3yr	20.8%
EDI 1001-2000 Lines Equiped - 5yr	19.1%
EDI 1001-2000 Lines Equiped - 7yr	17.2%
EDI 2001-4000 Lines Equiped NRC	13.4%
EDI 2001-4000 Lines Equiped	22.6%
EDI 2001-4000 Lines Equiped - 3yr	20.9%
EDI 2001-4000 Lines Equiped - 5yr	19.1%
EDI 2001-4000 Lines Equiped - 7yr	17.2%
EDI 4001+ Lines Equiped NRC	13.4%
EDI 4001+ Lines Equiped	27.1%
EDI 4001+ Lines Equiped - 3yr	24.8%
EDI 4001+ Lines Equiped - 5yr	22.3%
EDI 4001+ Lines Equiped - 7yr	19.5%
High Speed Data Line NRC	15.5%
High Speed Data Line	22.4%
High Speed Data Line - 3yr	21.0%
High Speed Data Line - 5yr	20.7%
High Speed Data Line - 7yr	20.7%
Ntwk Speed Calling 100 Number List NRC	15.2%
Ntwk Speed Calling 100 Number List	43.6%
Ntwk Speed Calling 100 Number List - 3yr	43.6%
Ntwk Speed Calling 100 Number List - 5yr	43.6%
Ntwk Speed Calling 100 Number List - 7yr	43.6%
Outgoing Deluxe Trnk Que Term NRC	14.7%
Outgoing Deluxe Trnk Que Term	20.4%
Outgoing Deluxe Trnk Que Term - 3yr	19.7%
Outgoing Deluxe Trnk Que Term - 5yr	19.4%
Outgoing Deluxe Trnk Que Term - 7yr	19.3%
Personal Call Screening Group NRC	51.8%
Personal Call Screening Group	78.6%
Personal Call Screening Group - 3yr	78.6%
Personal Call Screening Group - 5yr	78.6%
Personal Call Screening Group - 7yr	78.6%
Analog 2-wire Term Arrange NRC	15.2%
Analog 2-wire Term Arrange	15.6%
Analog 2-wire Term Arrange - 3yr	15.6%
Analog 2-wire Term Arrange - 5yr	15.6%
Analog 2-wire Term Arrange - 7yr	15.6%
Analog 4-wire Term Arrange NRC	15.2%
Analog 4-wire Term Arrange	15.6%
Analog 4-wire Term Arrange - 3yr	15.6%
Analog 4-wire Term Arrange - 5yr	15.6%
Analog 4-wire Term Arrange - 7yr	15.6%
DS1 Connection NRC	15.8%
DS1 Connection	16.2%
DS1 Connection - 3yr	15.8%
DS1 Connection - 5yr	15.6%

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DS1 Connection - 7yr	15.5%
Tie Trunk Connection NRC	14.3%
PRI Connection NRC	18.4%
PRI Connection	16.2%
PRI Connection - 3yr	16.1%
PRI Connection - 5yr	15.9%
PRI Connection - 7yr	15.8%
PRI "D" Channel Backup NRC	13.6%
PRI "D" Channel Backup	78.6%
PRI "D" Channel Backup - 3yr	78.6%
PRI "D" Channel Backup - 5yr	78.6%
PRI "D" Channel Backup - 7yr	78.6%
PRI Ntwk Ring Again NRC	35.1%
PRI Ntwk Ring Again	14.6%
PRI Ntwk Ring Again - 3yr	14.4%
PRI Ntwk Ring Again - 5yr	14.2%
PRI Ntwk Ring Again - 7yr	14.0%
PRI Ntwk Name Display NRC	13.8%
PRI Ntwk Name Display	73.9%
PRI Ntwk Name Display - 3yr	73.2%
PRI Ntwk Name Display - 5yr	72.3%
PRI Ntwk Name Display - 7yr	71.1%
Queue Slot NRC	13.9%
Queue Slot	79.0%
Queue Slot - 3yr	79.0%
Queue Slot - 5yr	79.0%
Queue Slot - 7yr	79.0%
Special Intercept Unique Msg Arrangement NRC	14.4%
Special Intercept Unique Msg Arrangement	78.5%
Special Intercept Unique Msg Arrangement - 3yr	78.5%
Special Intercept Unique Msg Arrangement - 5yr	78.5%
Special Intercept Unique Msg Arrangement - 7yr	78.5%
Supplemental 3 Digit Dialing System NRC	14.9%
3 Digit Access Code NRC	14.1%
Trunk Verification System NRC	13.8%
Trunk Verification System	32.6%
Trunk Verification System - 3yr	32.6%
Trunk Verification System - 5yr	32.6%
Trunk Verification System - 7yr	32.6%
UCD Group w/queuing NRC	14.5%
UCD Group w/queuing	78.6%
UCD Group w/queuing - 3yr	78.6%
UCD Group w/queuing - 5yr	78.6%
UCD Group w/queuing - 7yr	78.6%
UCD Line Equipped NRC	21.6%
UCD Line Equipped	21.7%
UCD Line Equipped - 3yr	21.7%
UCD Line Equipped - 5yr	21.7%
UCD Line Equipped - 7yr	21.7%
UCD Elect Key Line NRC	21.6%
UCD Elect Key Line	23.1%
UCD Elect Key Line - 3yr	23.1%

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AMERITECH/BITWISE COMMUNICATIONS, INC.

UCD Elect Key Line - 5yr	23.1%
UCD Elect Key Line - 7yr	23.1%
Station Feature Change, per line, per occ NRC	33.9%
ARS-Basic/Deluxe NRC	16.7%
Deluxe ARS TOD Routing NRC	14.2%
Chg Code or Report AWN NRC	16.7%
Chg or Password by Co ACM NRC	14.2%
Console Changes NRC	14.3%
Chg Prv Fac Trk Connection NRC	14.3%
Chg Prv Fac PRI Connection NRC	16.2%
Reprogram Non-Centrex Line NRC	15.1%
All Other System Feature Chg NRC	14.3%
OmniPresence Service Charge NRC - 1 Mo	18.6%
OmniPresence Service Charge NRC - 36 Mo	18.6%
OmniPresence Service Charge NRC - 60 Mo	18.4%
OmniPresence Service Charge NRC - 84 Mo	18.3%
OmniPresence Service Charge 1 Mo	94.8%
OmniPresence Service Charge 36 Mo	94.8%
OmniPresence Service Charge 60 Mo	94.8%
OmniPresence Service Charge 84 Mo	94.8%

IL **PRIVATE LINE**

Item	Discount

BUS

LDC Base Rate 2.4 Kbps mo	16.7%
LDC Base Rate 2.4 Kbps 1yr	16.6%
LDC Base Rate 2.4 Kbps 3yr	16.5%
LDC Base Rate 2.4 Kbps 5yr	16.5%
LDC Base Rate 4.8 Kbps mo	16.7%
LDC Base Rate 4.8 Kbps 1yr	16.6%
LDC Base Rate 4.8 Kbps 3yr	16.5%
LDC Base Rate 4.8 Kbps 5yr	16.5%
LDC Base Rate 9.6 Kbps mo	16.7%
LDC Base Rate 9.6 Kbps 1yr	16.6%
LDC Base Rate 9.6 Kbps 3yr	16.5%
LDC Base Rate 9.6 Kbps 5yr	16.5%
LDC Base Rate 19.2 Kbps mo	16.7%
LDC Base Rate 19.2 Kbps 1yr	16.6%
LDC Base Rate 19.2 Kbps 3yr	16.5%
LDC Base Rate 19.2 Kbps 5yr	16.5%
LDC Base Rate 56 Kbps mo	16.7%
LDC Base Rate 56 Kbps 1yr	16.6%
LDC Base Rate 56 Kbps 3yr	16.5%
LDC Base Rate 56 Kbps 5yr	16.5%
LDC Base Rate 64 Kbps mo	16.7%
LDC Base Rate 64 Kbps 1yr	16.6%
LDC Base Rate 64 Kbps 3yr	16.5%
LDC Base Rate 64 Kbps 5yr	16.5%
CMT 2.4 Kbps mo	15.8%
CMT 2.4 Kbps 1yr	15.9%
CMT 2.4 Kbps 3yr	15.8%
CMT 2.4 Kbps 5yr	15.7%

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APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

CMT 4.8 Kbps mo	15.8%
CMT 4.8 Kbps 1yr	15.9%
CMT 4.8 Kbps 3yr	15.8%
CMT 4.8 Kbps 5yr	15.7%
CMT 9.6 Kbps mo	15.8%
CMT 9.6 Kbps 1yr	15.9%
CMT 9.6 Kbps 3yr	15.8%
CMT 9.6 Kbps 5yr	15.7%
CMT 19.2 Kbps mo	15.8%
CMT 19.2 Kbps 1yr	15.9%
CMT 19.2 Kbps 3yr	15.8%
CMT 19.2 Kbps 5yr	15.7%
CMT 56 Kbps mo	15.8%
CMT 56 Kbps 1yr	15.9%
CMT 56 Kbps 3yr	15.8%
CMT 56 Kbps 5yr	15.7%
CMT 64 Kbps mo	15.8%
CMT 64 Kbps 1yr	15.9%
CMT 64 Kbps 3yr	15.8%
CMT 64 Kbps 5yr	15.7%
CM 2.4 Kbps mo	18.4%
CM 2.4 Kbps 1yr	16.0%
CM 2.4 Kbps 3yr	15.6%
CM 2.4 Kbps 5yr	15.4%
CM 4.8 Kbps mo	18.4%
CM 4.8 Kbps 1yr	16.0%
CM 4.8 Kbps 3yr	15.6%
CM 4.8 Kbps 5yr	15.4%
CM 9.6 Kbps mo	18.4%
CM 9.6 Kbps 1yr	16.0%
CM 9.6 Kbps 3yr	15.6%
CM 9.6 Kbps 5yr	15.4%
CM 19.2 Kbps mo	18.4%
CM 19.2 Kbps 1yr	16.0%
CM 19.2 Kbps 3yr	15.6%
CM 19.2 Kbps 5yr	15.4%
CM 56 Kbps mo	18.4%
CM 56 Kbps 1yr	16.0%
CM 56 Kbps 3yr	15.6%
CM 56 Kbps 5yr	15.4%
CM 64 Kbps mo	18.4%
CM 64 Kbps 1yr	16.0%
CM 64 Kbps 3yr	15.6%
CM 64 Kbps 5yr	15.4%
Bridging mo	16.3%
Bridging 1yr	16.2%
Bridging 3yr	16.1%
Bridging 5yr	16.1%
Base Rate Term for ARS mo	15.8%
Base Rate Term for ARS 1yr	15.7%
Base Rate Term for ARS 3yr	15.5%
Base Rate Term for ARS 5yr	15.4%

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

LDC 1.544 Mbps Area A month	15.1%
LDC 1.544 Mbps Area A 1 year	15.0%
LDC 1.544 Mbps Area A 3 year	17.3%
LDC 1.544 Mbps Area A 5 year	17.1%
LDC 1.544 Mbps Area A 1 year (pre 4/23/97)	17.2%
CMT 1.544 Mbps Monthly	17.2%
CMT 1.544 Mbps 1 year	16.9%
CMT 1.544 Mbps 3 year	16.6%
CMT 1.544 Mbps 5 year	16.4%
CM 1.544 Mbps, per mi Monthly	24.4%
CM 1.544 Mbps, per mi 1 year	32.7%
CM 1.544 Mbps, per mi 3 year	22.2%
CM 1.544 Mbps, per mi 5 year	21.1%
CO MUX 1.544 Mbps Monthly	15.1%
CO MUX 1.544 Mbps 1 year	15.1%
CO MUX 1.544 Mbps 3 year	15.0%
CO MUX 1.544 Mbps	14.9%
MUX Analog Conn 1.544 Mbps Monthly	18.4%
MUX Analog Conn 1.544 Mbps 1 year	18.4%
MUX Analog Conn 1.544 Mbps 3 year	18.4%
MUX Analog Conn 1.544 Mbps 5 year	18.4%
MUX Digital Conn 1.544 Mbps Monthly	18.4%
MUX Digital Conn 1.544 Mbps 1 year	18.4%
MUX Digital Conn 1.544 Mbps 3 year	18.4%
MUX Digital Conn 1.544 Mbps 5 year	18.4%
Clear Channel Capability, per DS1 NRC	82.2%
ARS System Loc Fract DS1 Port Term mo	16.4%
ARS System Loc Fract DS1 Port Term 1yr	16.3%
ARS System Loc Fract DS1 Port Term 3yr	16.1%
ARS System Loc Fract DS1 Port Term 5yr	16.0%
DS1 to DS1 Cross Connect 3 days	15.2%
DS1 to DS1 Cross Connect 1 day	15.2%
44.736 Mbps DS3 Area A, mo	17.4%
44.736 Mbps DS3 Area A, 1 year	17.4%
44.736 Mbps DS3 Area A 3 year	17.0%
44.736 Mbps DS3 Area A, 5 year	16.3%
44.736 Mbps DS3B Area A, mo	18.2%
44.736 Mbps DS3B Area A, 1 year	18.2%
44.736 Mbps DS3B Area A 3 year	17.8%
44.736 Mbps DS3B Area A, 5 year	16.9%
44.736 Mbps DS3C Area A, mo	19.3%
44.736 Mbps DS3C Area A, 1 year	19.3%
44.736 Mbps DS3C Area A 3 year	18.9%
44.736 Mbps DS3C Area A, 5 year	17.4%
44.736 Mbps DS3F Area A, mo	16.7%
44.736 Mbps DS3F Area A, 1 year	16.7%
44.736 Mbps DS3F Area A 3 year	16.3%
44.736 Mbps DS3F Area A, 5 year	15.6%
44.736 Mbps DS3L Area A, mo	17.8%
44.736 Mbps DS3L Area A, 1 year	17.8%
44.736 Mbps DS3L Area A 3 year	17.2%
44.736 Mbps DS3L Area A, 5 year	16.1%

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44.736 Mbps DS3X Area A, mo	17.2%
44.736 Mbps DS3X Area A, 1 year	17.2%
44.736 Mbps DS3X Area A 3 year	16.5%
44.736 Mbps DS3X Area A, 5 year	16.0%
DS Channel Term	16.8%
CMT 44.736 Mbps DS3 mo	16.7%
CMT 44.736 Mbps DS3 1yr	16.6%
CMT 44.736 Mbps DS3 3yr	16.4%
CMT 44.736 Mbps DS3 5yr	16.2%
CM 44.736 Mbps DS3 Monthly	18.8%
CM 44.736 Mbps DS3 1 year	18.5%
CM 44.736 Mbps DS3 3 year	18.1%
CM 44.736 Mbps DS3 5 year	17.9%
MUX DS3 to DS1 Monthly	17.3%
MUX DS3 to DS1 1 year	17.2%
MUX DS3 to DS1 3 year	16.9%
MUX DS3 to DS1 5 year	16.7%
MUX DS3 to Base Rate Monthly	15.2%
MUX DS3 to Base Rate 1 year	15.2%
MUX DS3 to Base Rate 3 year	15.2%
MUX DS3 to Base Rate 5 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan Monthly	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 1 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 3 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 5 year	15.2%
ARS Sys Loc Port Term, per DS3 Term mo	15.2%
ARS Sys Loc Port Term, per DS3 Term 1yr	15.2%
ARS Sys Loc Port Term, per DS3 Term 3yr	15.2%
ARS Sys Loc Port Term, per DS3 Term 5yr	15.2%
DS1 to DS1 Cross Connect 3 Days	15.2%
DS1 to DS1 Cross Connect 1 Day	15.2%
DS3 to DS3 Cross Connect 3 Days	15.2%
DS3 to DS3 Cross Connect 1 Day	15.2%
ARS, Customer DB NRC	15.2%
ARS, Customer DB	15.2%
ARS, Customer DB 1 yr	15.2%
ARS, Customer DB 3 yr	15.2%
ARS, Customer DB 5 yr	15.2%
Database Modification NRC	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
Attendant Access, 1st 30 min	15.2%
Attendant Access, Addl 15 min	15.2%
ARS Training per hour - NRC	0.0%
FD 1st mi or fraction	6.4%
FD 1st mi or fraction	6.4%
FD Addl mi or fraction	8.1%
FD Addl mi or fraction	8.1%
Ameritech ProtectPath 1.5 Svc Chg - per arrangement	15.0%

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Ameritech ProtectPath 45 Svc Chg - per arrangement	15.0%
Ameritech Frame Relay Admin Chg - per order	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 56 Kbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 64 Kbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 128 Kbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 256 Kbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 384 Kbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 1.544 Mbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 44.736 Mbps	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per UNI	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per NNI	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per Hub	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per Hub	5.9%
Ameritech Frame Relay Change Charge - per order (max 20 ch)	5.9%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps N	5.2%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps N	5.2%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps N	5.1%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps N	5.1%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps N	5.1%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.1%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbps	5.5%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps 12	5.2%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps 12	5.2%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps 1	5.6%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps 1	5.4%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps 1	5.4%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.4%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbps	4.9%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps 36	5.1%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps 36	5.1%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps 3	5.4%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps 3	5.2%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps 3	5.2%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.1%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbps	5.0%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps 60	5.1%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps 60	5.1%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps 6	5.3%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps 6	5.1%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps 6	5.1%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.2%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbps	5.0%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kbps	5.2%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kbps	5.2%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544 Mbps	5.1%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.736 Mbps	5.2%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kbps	5.4%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kbps	5.4%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544 Mbps	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.736 Mbps	5.0%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kbps	5.4%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kbps	5.4%

TBD - To Be Determined
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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544	5.3%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.73	5.0%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kb	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kb	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544	5.3%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.73	5.1%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 56	11.8%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 64	11.8%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 1.5	5.2%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 44.	8.7%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps N	5.2%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps N	5.2%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.1%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbp	5.5%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps 12	5.2%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps 12	5.2%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.4%
Ameritech Frame Relay NNI Connection - per NNI 44.736 Mbp	4.9%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps 36	5.1%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps 36	5.1%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.1%
Ameritech Frame Relay NNI Connection - per NNI 44.736 Mbp	5.0%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps 60	5.1%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps 60	5.1%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.2%
Ameritech Frame Relay NNI Connection - per NNI 44.736 Mbp	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.2%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.2%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.5%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	4.9%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	4.9%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.1%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 56	8.7%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 64	8.7%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 1.5	5.0%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 44.	8.7%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps NRC	4.9%

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APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

Ameritech Frame Relay Per PVC at CIR - 32 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 320 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps 12 Mo	4.1%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 32 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 320 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps 36 Mo	4.1%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 32 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps 36 Mo	4.9%

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APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Ameritech Frame Relay Per PVC at CIR - 320 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps 60 Mo	4.1%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 32 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 320 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps NRC	4.9%

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APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps 60 Mo	4.9%

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APPENDIX PRICING
AMERITECH/BITWISE COMMUNICATIONS, INC.

Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps 60 Mo	5.0%
Ameritech Frame Relay Promo UNI Connection per UNI 56 Kb	4.7%
Ameritech Frame Relay Promo UNI Connection per UNI 128 Kb	5.0%
Ameritech Frame Relay Promo UNI Connection per UNI 256 Kb	4.9%
Ameritech Frame Relay Promo UNI Connection per UNI 384 Kb	4.9%
Ameritech Frame Relay Promo UNI Connection per UNI 1.544 Mb	5.1%
Admin Chrg - per order - OC-3 Dedicated Ring NRC	12.9%
Admin Chrg - per order - OC-12 Dedicated Ring NRC	12.9%
Admin Chrg - per order - OC-48 Dedicated Ring NRC	12.9%
Design & CO Conn Chrg - per order - OC-3 Dedicated Ring NRC	13.7%
Design & CO Conn Chrg - per order - OC-12 Dedicated Ring NRC	13.7%
Design & CO Conn Chrg - per order - OC-48 Dedicated Ring NRC	13.7%
Re-Map Svc - Init svc script est/test chrg Per OC-3 Ring NRC	13.9%
Re-Map Svc - Init svc script est/test chrg Per OC-12 Ring NRC	14.7%
Re-Map Svc - Init svc script est/test chrg Per OC-12 DDN Ring NRC	13.9%
Re-Map Svc - Init svc script est/test chrg Per OC-48 Ring NRC	14.5%
Re-Map Svc - Sub svc script activity chrg Per OC-3 Ring NRC	13.9%
Re-Map Svc - Sub svc script activity chrg Per OC-12 Ring NRC	14.7%
Re-Map Svc - Sub svc script activity chrg Per OC-12 DDN Ring NRC	13.9%
Re-Map Svc - Sub svc script activity chrg Per OC-48 Ring NRC	15.2%
Re-Map Svc - Scheduled test chrg Per OC-3 Ring NRC	14.6%
Re-Map Svc - Scheduled test chrg Per OC-12 Ring NRC	15.9%
Re-Map Svc - Scheduled test chrg Per OC-12 DDN Ring NRC	14.6%
Re-Map Svc - Scheduled test chrg Per OC-48 Ring NRC	16.8%
Re-Map Svc - Emergency Re-Map Activation Per OC-3 Ring NRC	14.6%
Re-Map Svc - Emergency Re-Map Activation Per OC-12 Ring NRC	15.9%
Re-Map Svc - Emergency Re-Map Activation Per OC-12 DDN Ring NRC	14.6%
Re-Map Svc - Emergency Re-Map Activation Per OC-48 Ring NRC	16.7%
Dedicated Ring-Node-OC-3-Cust Prem-First - 36 Mo	13.8%
Dedicated Ring-Node-OC-3-Cust Prem-First Re-Map - 36 Mo	12.3%
Dedicated Ring-Node-OC-3-Cust Prem-Additional - 36 Mo	13.5%
Dedicated Ring-Node-OC-3-Cust Prem-Additional Re-Map - 36 Mo	15.6%
Dedicated Ring-Node-OC-3-CO-36 Mo	17.0%
Dedicated Ring-Node-OC-3-Cust Prem-First - 60 Mo	17.0%
Dedicated Ring-Node-OC-3-Cust Prem-First Re-Map - 60 Mo	15.1%

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Dedicated Ring-Node-OC-3-Cust Prem-Additional - 60 Mo	13.5%
Dedicated Ring-Node-OC-3-Cust Prem-Additional Re-Map - 60 Mo	15.0%
Dedicated Ring-Node-OC-3-CO- 60 Mo	16.7%
Dedicated Ring-Node-OC-12-Cust Prem-First - 36 Mo	18.1%
Dedicated Ring-Node-OC-12-Cust Prem-First Re-Map - 36 Mo	16.6%
Dedicated Ring-Node-OC-12-Cust Prem-Additional - 36 Mo	13.5%
Dedicated Ring-Node-OC-12-Cust Prem-Additional Re-Map - 36 Mo	16.5%
Dedicated Ring-Node-OC-12-CO- 36 Mo	17.9%
Dedicated Ring-Node-OC-12-Cust Prem-First - 60 Mo	17.8%
Dedicated Ring-Node-OC-12-Cust Prem-First Re-Map - 60 Mo	15.8%
Dedicated Ring-Node-OC-12-Cust Prem-Additional - 60 Mo	13.5%
Dedicated Ring-Node-OC-12-Cust Prem-Additional Re-Map - 60 Mo	15.8%
Dedicated Ring-Node-OC-12-CO- 60 Mo	17.4%
Dedicated Ring-Node- Direct Drop -Cust Prem-First - 36 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First Re-Map - 36 Mo	17.9%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional - 36 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional Re-Map - 36 Mo	17.9%
Dedicated Ring-Node-Direct Drop -CO-36 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First - 60 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First Re-Map - 60 Mo	16.8%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional - 60 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional Re-Map - 60 Mo	16.8%
Dedicated Ring-Node-Direct Drop -CO- 60 Mo	13.5%
Dedicated Ring-Node-OC-48-Cust Prem-First - 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First Re-Map - 36 Mo	18.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional - 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional Re-Map - 36 Mo	17.8%
Dedicated Ring-Node-OC-48-CO- 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First - 60 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First Re-Map - 60 Mo	17.3%
Dedicated Ring-Node-OC-48-Cust Prem-Additional - 60 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional Re-Map - 60 Mo	16.8%
Dedicated Ring-Node-OC-48-CO- 60 Mo	92.4%
Dedicated Ring-Node-NRC-Cust Prem-Subs In-NRC	17.2%
Dedicated Ring-Node-NRC-Cust Prem Re-Map -Subs In-NRC	13.7%
Dedicated Ring-Node-NRC-CO-Subseq instal-NRCI	16.6%
Dedicated Ring-OC48 Add/Drop Capability, per arr 36 Mo	92.4%
Dedicated Ring-OC48 Add/Drop Capability, per arr 60 Mo	92.4%
Dedicated Ring-OC48 Add/Drop Capability, Re-Map per arr 36 Mo	17.9%
Dedicated Ring-OC48 Add/Drop Capability, Re-Map per arr 60 Mo	17.0%
Dedicated Ring-Node-NRC-Subsequent install	13.5%
Dedicated Ring-Ports per Node-DS1 at OC3-36 Mo	17.7%
Dedicated Ring-Ports per Node-DS3 at OC3-36 Mo	17.0%
Dedicated Ring-Ports per Node-DS3 at OC12 DDN-36 Mo	13.5%
Dedicated Ring-Ports per Node-DS3 at OC12-36 Mo	18.2%
Dedicated Ring-Ports per Node-OC3 at OC12-36 Mo	16.5%
Dedicated Ring-Ports per Node-DS1 at OC12 DDN-36 Mo	13.5%
Dedicated Ring-Ports per Node-DS1 at OC12-36 Mo	17.7%
Dedicated Ring-Ports per Node-OC-12 at OC48-36 Mo	92.4%
Dedicated Ring-Ports per Node-OC3 at OC48-36 Mo	92.4%
Dedicated Ring-Ports per Node-DS3 at OC48-36 Mo	92.4%
Dedicated Ring-Ports per Node-DS1 at OC48-36 Mo	92.4%

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Dedicated Ring-Ports per Node-DS1 at OC3-60 Mo	18.2%
Dedicated Ring-Ports per Node-DS3 at OC3-60 Mo	17.1%
Dedicated Ring-Ports per Node-DS3 at OC12 DDN-60 Mo	13.5%
Dedicated Ring-Ports per Node-DS3 at OC12-60 Mo	18.4%
Dedicated Ring-Ports per Node-OC3 at OC12-60 Mo	16.5%
Dedicated Ring-Ports per Node-DS1 at OC12 DDN-60 Mo	13.5%
Dedicated Ring-Ports per Node-DS1 at OC12-60 Mo	18.2%
Dedicated Ring-Ports per Node-OC-12 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-OC3 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-DS3 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-DS1 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-NRC subs install OC-12	13.5%
Dedicated Ring-Ports per Node-NRC subs install OC-3	17.2%
Dedicated Ring-Ports per Node-NRC subs install DS3	16.8%
Dedicated Ring-Ports per Node-NRC subs install DS1	16.7%
Dedicated Ring-Mileage OC-3 - 36 Mo	18.2%
Dedicated Ring-Mileage OC-12 - 36 Mo	16.0%
Dedicated Ring-Mileage OC-48 - 36 Mo	92.4%
Dedicated Ring-Mileage OC-3 - 60 Mo	17.8%
Dedicated Ring-Mileage OC-12 - 60 Mo	15.7%
Dedicated Ring-Mileage OC-48 - 60 Mo	92.4%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.8%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.7%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty Re-Map	14.7%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty Re-Map	14.3%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-4	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-4	14.7%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-3	14.8%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-12	14.8%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-3	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-12	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-1	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-4	16.4%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-1	14.5%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-4	16.1%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-1	15.2%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-4	14.8%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-1	14.9%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-4	14.5%
Dedicated Ring - Re-Map Cap per OC-12 Re-Map Port at OC-	14.1%
Dedicated Ring - Re-Map Cap per OC-12 Re-Map Port at OC-	14.0%
Dedicated Ring-Regenerator OC-3 36 Mo	17.1%
Dedicated Ring-Regenerator OC-12 36 Mo	17.9%
Dedicated Ring-Regenerator OC-48 36 Mo	92.4%
Dedicated Ring-Regenerator OC-3 60 Mo	16.7%

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AMERITECH/BITWISE COMMUNICATIONS, INC.

Dedicated Ring-Regenerator OC-12 60 Mo	17.5%
Dedicated Ring-Regenerator OC-48 60 Mo	92.4%
Dedicated Ring-Regenerator NRC for subsequent install	17.0%
Shared Network Arrangement NRC for processing charge	13.5%
ALIS Admin Charge - NRC	13.2%
ALIS Design & Connection, per channel - NRC	14.3%
ALIS Customer Connect Charge - NRC	13.3%
ALIS Wire Ctr Term, per term Monthly Extension	24.3%
ALIS Wire Ctr Term, per term 36 mo	22.6%
ALIS Wire Ctr Term, per term 60 mo	21.2%
ALIS Wire Ctr Term, per term 84 mo	19.8%
ALIS Node Term, per point of term Monthly Extension	19.5%
ALIS Node Term, per point of term 36 mo	18.4%
ALIS Node Term, per point of term 60 mo	17.6%
ALIS Node Term, per point of term 84 mo	16.8%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	44.9%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	41.4%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	39.9%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	39.5%
ALIS Node Port, per 4 Mbps CI Monthly Extension	20.9%
ALIS Node Port, per 4 Mbps CI 36 mo	19.7%
ALIS Node Port, per 4 Mbps CI 60 mo	18.6%
ALIS Node Port, per 4 Mbps CI 84 mo	17.7%
ALIS Node Port, per 10 Mbps CI Monthly Extension	20.4%
ALIS Node Port, per 10 Mbps CI 36 mo	19.2%
ALIS Node Port, per 10 Mbps CI 60 mo	18.2%
ALIS Node Port, per 10 Mbps CI 84 mo	17.4%
ALIS Node Port, per 16 Mbps CI Monthly Extension	20.9%
ALIS Node Port, per 16 Mbps CI 36 mo	19.7%
ALIS Node Port, per 16 Mbps CI 60 mo	18.6%
ALIS Node Port, per 16 Mbps CI 84 mo	17.7%
ALIS Node Port, per 1 Gbps CI Monthly Extension	14.4%
ALIS Node Port, per 1 Gbps CI 36 mo	14.3%
ALIS Node Port, per 1 Gbps CI 60 mo	14.2%
ALIS Node Port, per 1 Gbps CI 84 mo	14.1%
ALIS Channel Mileage, per inter-wire ctr mile Monthly Extension	40.7%
ALIS Channel Mileage, per inter-wire ctr mile 36 mo	37.5%
ALIS Channel Mileage, per inter-wire ctr mile 60 mo	36.2%
ALIS Channel Mileage, per inter-wire ctr mile 84 mo	35.6%
ALIS Uninterrupted Power Supply UPS, per node term Monthly	21.7%
ALIS Uninterrupted Power Supply UPS, per node term 36 mo	20.3%
ALIS Uninterrupted Power Supply UPS, per node term 60 mo	18.5%
ALIS Uninterrupted Power Supply UPS, per node term 84 mo	18.1%
ALIS Secondary UPS, per node term Monthly Extension	20.8%
ALIS Secondary UPS, per node term 36 mo	19.5%
ALIS Secondary UPS, per node term 60 mo	18.5%
ALIS Secondary UPS, per node term 84 mo	17.6%
ALIS Secondary TDM Switch Mod, per node term Monthly Extension	17.4%
ALIS Secondary TDM Switch Mod, per node term 36 mo	16.7%
ALIS Secondary TDM Switch Mod, per node term 60 mo	16.1%
ALIS Secondary TDM Switch Mod, per node term 84 mo	15.5%
ALIS DTF Channel Mileage, per interoffice mi Monthly Extension	40.7%

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ALIS DTF Channel Mileage, per interoffice mi 36 mo	37.5%
ALIS DTF Channel Mileage, per interoffice mi 60 mo	36.2%
ALIS DTF Channel Mileage, per interoffice mi 84 mo	35.6%
ALIS DTF Node Termination Facilities, per node termination M	21.9%
ALIS DTF Node Termination Facilities, per node termination 36	20.5%
ALIS DTF Node Termination Facilities, per node termination 60	31.5%
ALIS DTF Node Termination Facilities, per node termination 84	18.3%
ALIS DTF Facility Route, per 1/10 mile Monthly Extension	44.9%
ALIS DTF Facility Route, per 1/10 mile 36 mo	41.4%
ALIS DTF Facility Route, per 1/10 mile 60 mo	39.9%
ALIS DTF Facility Route, per 1/10 mile 84 mo	39.5%
Ameritech 128, 256 & 384 Service - Admin Charge Area A	12.7%
Ameritech 128, 256 & 384 Service - Admin Charge Area B	12.7%
Ameritech 128, 256 & 384 Service - Admin Charge Area C	12.7%
Ameritech 128, 256 & 384 Service - Design & CO Connect Cha	12.9%
Ameritech 128, 256 & 384 Service - Design & CO Connect Cha	12.9%
Ameritech 128, 256 & 384 Service - Design & CO Connect Cha	12.9%
Ameritech 128, 256 & 384 Service - Customer Connect Charge	13.0%
Ameritech 128, 256 & 384 Service - Customer Connect Charge	13.0%
Ameritech 128, 256 & 384 Service - Customer Connect Charge	13.0%
Ameritech 128, 256 & 384 Service - LDC Area A Mo	38.6%
Ameritech 128, 256 & 384 Service - LDC Area A 12 Mo	39.5%
Ameritech 128, 256 & 384 Service - LDC Area A 36 Mo	26.0%
Ameritech 128, 256 & 384 Service - LDC Area A 60 Mo	25.9%
Ameritech 128, 256 & 384 Service - LDC Area B Mo	31.1%
Ameritech 128, 256 & 384 Service - LDC Area B 12 Mo	32.2%
Ameritech 128, 256 & 384 Service - LDC Area B 36 Mo	19.4%
Ameritech 128, 256 & 384 Service - LDC Area B 60 Mo	19.2%
Ameritech 128, 256 & 384 Service - LDC Area C Mo	24.5%
Ameritech 128, 256 & 384 Service - LDC Area C 12 Mo	25.6%
Ameritech 128, 256 & 384 Service - LDC Area C 36 Mo	18.0%
Ameritech 128, 256 & 384 Service - LDC Area C 60 Mo	17.7%
Ameritech 128, 256 & 384 Service - CMT Area A Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area A 12 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area A 36 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area A 60 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B 12 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B 36 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B 60 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C 12 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C 36 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C 60 Mo	17.5%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%

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Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
Ameritech 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
Ameritech 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
Ameritech DS1 Service Admin Charge Area A NRC	12.7%
Ameritech DS1 Service Admin Charge Area B NRC	12.7%
Ameritech DS1 Service Admin Charge Area C NRC	12.7%
Ameritech DS1 Design & CO Connection Charge Area A NR	12.9%
Ameritech DS1 Design & CO Connection Charge Area B NR	12.9%
Ameritech DS1 Design & CO Connection Charge Area C NR	12.9%
Ameritech DS1 Customer Connection Charge Area A NRC	13.0%
Ameritech DS1 Customer Connection Charge Area B NRC	13.0%
Ameritech DS1 Customer Connection Charge Area C NRC	13.0%
Ameritech DS1 Service - LDC Area A monthly	15.1%
Ameritech DS1 Service - LDC Area A 12 mo	15.0%
Ameritech DS1 Service - LDC Area A 36 mo	17.3%
Ameritech DS1 Service - LDC Area A 60 mo	17.1%
Ameritech DS1 Service - LDC Area B monthly	17.3%
Ameritech DS1 Service - LDC Area B 12 mo	17.1%
Ameritech DS1 Service - LDC Area B 36 mo	17.0%
Ameritech DS1 Service - LDC Area B 60 mo	16.8%
Ameritech DS1 Service - LDC Area C monthly	17.4%
Ameritech DS1 Service - LDC Area C 12 mo	17.3%
Ameritech DS1 Service - LDC Area C 36 mo	13.9%
Ameritech DS1 Service - LDC Area C 60 mo	13.7%
Ameritech DS1 Service - CMT Area A monthly	17.2%
Ameritech DS1 Service - CMT Area A 12 mo	16.9%
Ameritech DS1 Service - CMT Area A 36 mo	0.0%
Ameritech DS1 Service - CMT Area A 60 mo	-23.9%
Ameritech DS1 Service - CMT Area B monthly	17.2%
Ameritech DS1 Service - CMT Area B 12 mo	16.9%
Ameritech DS1 Service - CMT Area B 36 mo	14.4%
Ameritech DS1 Service - CMT Area B 60 mo	13.8%
Ameritech DS1 Service - CMT Area C monthly	17.2%
Ameritech DS1 Service - CMT Area C 12 mo	16.9%
Ameritech DS1 Service - CMT Area C 36 mo	14.4%
Ameritech DS1 Service - CMT Area C 60 mo	13.8%
Ameritech DS1 Service - Channel Mi, per mile Area A monthly	11.4%
Ameritech DS1 Service - Channel Mi, per mile Area A 12 mo	21.0%
Ameritech DS1 Service - Channel Mi, per mile Area A 36 mo	7.2%
Ameritech DS1 Service - Channel Mi, per mile Area A 60 mo	7.1%
Ameritech DS1 Service - Channel Mi, per mile Area B monthly	21.8%
Ameritech DS1 Service - Channel Mi, per mile Area B 12 mo	21.0%
Ameritech DS1 Service - Channel Mi, per mile Area B 36 mo	19.5%
Ameritech DS1 Service - Channel Mi, per mile Area B 60 mo	18.7%
Ameritech DS1 Service - Channel Mi, per mile Area C monthly	21.8%
Ameritech DS1 Service - Channel Mi, per mile Area C 12 mo	21.0%
Ameritech DS1 Service - Channel Mi, per mile Area C 36 mo	19.5%
Ameritech DS1 Service - Channel Mi, per mile Area C 60 mo	18.7%

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Ameritech DS1 Service - Clear Channel Capability, Area A	NA	82.2%
Ameritech DS1 Service - Clear Channel Capability, Area B	NA	82.2%
Ameritech DS1 Service - Clear Channel Capability, Area C	NA	82.2%
Ameritech DS1 Service - Shared Network Arrangement, Area A		13.5%
Ameritech DS1 Service - Shared Network Arrangement, Area B		13.5%
Ameritech DS1 Service - Shared Network Arrangement, Area C		13.5%
CO Multiplexing & CCS OC-3 to OC-3 monthly		16.8%
CO Multiplexing & CCS OC-12 to OC-12 monthly		16.8%
CO Multiplexing & CCS OC-48 to OC-48 monthly		13.5%
CO Multiplexing & CCS Ameritech DS1 per Ameritech Base R		14.3%
CO Multiplexing & CCS Ameritech DS3 per Ameritech DS1 A		14.3%
CO Multiplexing & CCS Ameritech DS3 per Ameritech DS1 A		14.3%
CO Multiplexing & CCS Ameritech DS3 per Ameritech DS1 A		14.3%
CO Multiplexing & CCS Fiber Hub CC DS0 to DS0 1 Day Re		27.8%
CO Multiplexing & CCS Fiber Hub CC DS0 to DS0 3 Day Re		24.9%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re		15.2%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1		15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1		15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1		15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas		14.4%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas		14.4%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas		14.4%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		14.3%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		14.3%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		14.3%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		16.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		16.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		16.0%

IL **OTHER SERVICES**

Item	Discount

BUS

Packet Switch Analog Asynch, 1.2 Kbps INC	5.1%
Packet Switch Analog Asynch, 1.2 Kbps	6.5%
Packet Switch Analog Asynch, 2.4 Kbps INC	5.1%

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Packet Switch Analog Asynch, 2.4 Kbps	6.5%
Packet Switch Analog Asynch, 4.8 Kbps INC	5.1%
Packet Switch Analog Asynch, 4.8 Kbps	6.5%
Packet Switch Analog Asynch, 9.6 Kbps INC	5.1%
Packet Switch Analog Asynch, 9.6 Kbps	6.4%
Packet Switch Analog Synch, 9.6 Kbps INC	4.9%
Packet Switch Analog Synch, 9.6 Kbps	6.5%
Packet Switch Private Dial, 0.3/1.2/2.4 Kbps INC	5.1%
Packet Switch Private Dial, 0.3/1.2/2.4 Kbps	6.5%
Packet Switch Private Dial, 9.6 Kbps INC	5.1%
Packet Switch Private Dial, 9.6 Kbps	5.1%
Packet Switch Digital, 2.4 Kbps INC	5.1%
Packet Switch Digital, 2.4 Kbps	5.6%
Packet Switch Digital, 4.8 Kbps INC	5.1%
Packet Switch Digital, 4.8 Kbps	5.6%
Packet Switch Digital, 9.6 Kbps INC	5.1%
Packet Switch Digital, 9.6 Kbps	5.6%
Packet Switch Digital, 19.2 Kbps INC	5.1%
Packet Switch Digital, 19.2 Kbps	5.6%
Packet Switch Digital, 56 Kbps INC	5.1%
Packet Switch Digital, 56 Kbps	5.6%
Packet Switch Digital, 64 Kbps INC	5.1%
Packet Switch Digital, 64 Kbps	5.6%
Asynchronous PAD Port	7.6%
Packet Port Term X.25 Protocol, 2.4 Kbps	7.6%
Packet Port Term X.25 Protocol, 4.8 Kbps	7.6%
Packet Port Term X.25 Protocol, 9.6 Kbps	7.6%
Packet Port Term X.25 Protocol, 19.2 Kbps	7.6%
Packet Port Term X.25 Protocol, 56 Kbps	5.9%
Packet Port Term X.25 Protocol, 64 Kbps	7.6%
Packet Port Term X.75 Protocol, 2.4 Kbps	7.6%
Packet Port Term X.75 Protocol, 4.8 Kbps	7.6%
Packet Port Term X.75 Protocol, 9.6 Kbps	7.6%
Packet Port Term X.75 Protocol, 19.2 Kbps	7.6%
Packet Port Term X.75 Protocol, 56 Kbps	7.6%
Packet Port Term X.75 Protocol, 64 Kbps	5.9%
Packet Usage Holding Time, 1/10 min	10.0%
Packet Usage Premium Pckt Access, 1/10 min	5.7%
Packet Usage Data Transport, 1/10 min	6.7%
Packet Usage Data Transport per Kilosegment	5.1%
Packet Usage ISDN Interface per Kilosegment	5.1%
Packet Usage Transaction Charge per Min	5.1%
Hunt Group INC	5.6%
Hunt Group	8.7%
Direct Call INC	67.9%
Reverse Charging Acceptance INC	4.9%
Fast Select Acceptance	4.9%
Fast Select Pckt per Request	4.0%
CUG Group	6.9%
CUG Group Member	67.9%
Additonal NTN	66.6%
Permanent Virtual Circuit	67.9%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/BITWISE COMMUNICATIONS, INC.

Call Redirection	5.3%
AWN per PBX Trunk	24.0%
AWN per Basic Exch or ISDN Line	25.0%
AWN Out of Ntwk Numbers, 10 numbers	30.0%
AWN Out of Ntwk Numbers, 50 numbers	26.4%
AWN 1-9 Trunks or Lines INC	31.4%
AWN 10-50 Trunks or Lines INC	31.0%
AWN Addl 50 Trunks or Lines INC	28.1%
AWN 1-9 Trunks w/CTX INC	35.1%
AWN Grp of 50 Trunks w/CTX INC	33.4%
AWN Out of Ntwk Numbers, 1st 10 INC	24.6%
AWN Out of Ntwk Numbers, per 50 INC	24.6%
AWN Number Input, 1st 10 INC	24.4%
AWN Number Input, per 50 INC	24.1%
AWN Add/Del/Chg up to 10 Trk or Ln INC	35.2%
AWN Chg Access Code or Report Format	27.5%
Digital Trk Dig CO, No Ln Side Svcs	9.9%
Digital Trk Dig CO, No Ln Side Svcs INC	9.9%
Digital Trunking Other CO	9.9%
Digital Trunking Other CO INC	9.9%

Illinois Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Loops Promotion				
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)			
Access Area C - Rural		\$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban		\$ 5.63	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro		\$ 2.59	Uses existing rate in underlying agreement, if none, use generic rate	
* XDSL Promotion				
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)		N/A	N/A	
Access Area C - Rural		N/A	N/A	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology		N/A	N/A	
Access Area C - Rural		N/A	N/A	

Illinois Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology				
Access Area C - Rural		\$ 8.55	See NRC Prices Below	
Access Area B - Suburban		\$ 5.30	See NRC Prices Below	
Access Area A - Metro		\$ 1.94	See NRC Prices Below	
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology				
Access Area C - Rural		\$ 19.97	See NRC Prices Below	
Access Area B - Suburban		\$ 12.61	See NRC Prices Below	
Access Area A - Metro		\$ 3.06	See NRC Prices Below	
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology		N/A	N/A	
Access Area C - Rural		N/A	N/A	

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Illinois
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology		N/A	N/A	
Access Area C - Rural		\$ 8.55	See NRC Prices Below	
Access Area B - Suburban		\$ 5.30	See NRC Prices Below	
Access Area A - Metro		\$ 1.94	See NRC Prices Below	
PSD#6 2-Wire Very High-band Capable		N/A	N/A	
Access Area C - Rural		N/A	N/A	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology		N/A	N/A	
Access Area C - Rural		N/A	N/A	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	

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Illinois Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Service Order Establishment Charge			\$ 9.88	
Loop Connection Charge			\$ 18.81	
# UNE-P Promotion		N/A	N/A	
ULS-IST Port				
Residence Basic Line Port-All Zones	UJR	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
ISDN Direct Port-All Zones	U2P	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Cross connect	CXC9X	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	NR9UU, NR9UV	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
# Unbundled Local Loop				
2-Wire Analog Loop	See Loops section of agreement	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	See Loops section of agreement	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
BITWISE COMMUNICATIONS, INC.**

Illinois Bell Telephone Company¹ d/b/a SBC Illinois, as the Incumbent Local Exchange Carrier in Illinois, (hereafter, "ILEC" or "SBC Illinois") and BitWise Communications, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Illinois, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Illinois ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about June 16, 2003 ILEC made an offer to all telecommunications carriers in the state of Illinois (the "Offer") to exchange traffic on and after September 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
 - 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
 - 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.
- 2.0 Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic**
- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
 - 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

¹ Illinois Bell Telephone Company ("Illinois Bell"), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names "SBC Illinois" and "SBC Ameritech Illinois", pursuant to assumed name filings with the State of Illinois. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

- 2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:

September 1, 2003 and thereafter: .0007 per minute

- 2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

- 2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Illinois ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Illinois Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

- 2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

- 2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Illinois LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Illinois LATAs.
- 2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Illinois LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Illinois LATA, and that any ISP-bound Traffic in other Illinois LATAs shall be Bill and Keep for the remaining term of this Agreement.
- 2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

- 2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

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

between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

- 3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before September 23, 2003, this Amendment will be effective as of September 1, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on September 1, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after September 23, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its

Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The 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. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, the Parties acknowledge and agree that SBC Illinois has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Illinois and as of the date of that election by SBC Illinois, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. . In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 18th day of August, 2003, by SBC Illinois, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

BitWise Communications, Inc.

Signature: [Signature]

Name: Michael Shuler
(Print or Type)

Title: CEO
(Print or Type)

Date: 8/14/03

FACILITIES-BASED OCN # 5800

ACNA BIW

Illinois Bell Telephone Company d/b/a SBC Illinois by
SBC Telecommunications, Inc., its authorized agent

Signature: [Signature]

Name: Mike Auinbaub
(Print or Type)

Title: For/ President - Industry Markets

Date: AUG 18 2003

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 & 252 OF THE TELECOMMUNICATIONS ACT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
BITWISE COMMUNICATIONS, INC.**

This Amendment is intended to amend that certain Interconnection Agreement ("Interconnection Agreement") between Illinois Bell Telephone Company¹ ("SBC Illinois") and BitWise Communications, Inc. ("CLEC") dated August 27, 2001. In the event of any conflict between the terms and conditions of the Interconnection Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall supersede and prevail.

I. General Terms and Conditions Section 46.7.1 shall be revised to state:

46.7.1 911 and E911 Services

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

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

46.7.1.2.1 The Parties agree that CLEC will not have to establish 911 trunking or interconnection to Ameritech's 911 Selective Routers, and therefore **SBC-13STATE** shall not provide 911 services for those information service applications in which CLEC does not offer its end users the ability to place outgoing voice calls provided that; and

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

46.7.1.2.3 CLEC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of voice service to meet its 911 requirements. CLEC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) CLEC plans to serve, submission of the appropriate form(s) to **SBC-13STATE**, and, following **SBC-13STATE**'s processing of such form(s), obtaining approval from the appropriate PSAP(s) for the CLEC's 911 service architecture. CLEC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). CLEC understands that, based on **SBC-13STATE**'s prior experience with CLEC implementation of 911, these steps require a minimum of sixty (60) days.

46.7.1.2.4 CLEC agrees to indemnify and hold **SBC-13STATE** harmless from the consequences of CLEC's decision to not interconnect with **SBC-13STATE**'s 911 Selective Routers. The provisions of General Terms and Conditions Section 14 shall apply to such indemnification.

¹ Illinois Bell Telephone Company ("Illinois Bell"), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names "SBC Illinois" and "SBC Ameritech Illinois", pursuant to assumed name filings with the State of Illinois. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

- III. This Amendment does not purport to waive either Party's obligations under Applicable Law. Each Party shall be solely responsible for complying with Applicable Law.
- IV. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The 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. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Illinois reserves its right, to the extent SBC Illinois has not already invoked the FCC ISP terminating compensation in Illinois and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Illinois the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.²
- V. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

² We can agree to remove the language highlighted in yellow for Amendments we are legally obligated to provide so that the Amendment ROR/intervening law language addresses only the Amendment provisions and not provisions set forth in the underlying Agreement.

- VI. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 29th day of AUGUST, 2003, by SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

BitWise Communications, Inc.

Signature: 

Name: Michael Shuber
(Print or Type)

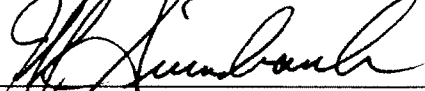
Title: CEO
(Print or Type)

Date: 8/22/03

FACILITIES-BASED OCN# 5800

ACNA BIW

Illinois Bell Telephone Company d/b/a SBC Illinois
by SBC Telecommunications, Inc., its authorized
agent

Signature: 

Name: Mike Auinbaub
(Print or Type)

Title: For/ President - Industry Markets

Date: AUG 29 2003

_____ **AMENDMENT**

to the

INTERCONNECTION AGREEMENT

by and between

ILLINOIS BELL TELEPHONE COMPANY D/B/A SBC ILLINOIS

AND

BITWISE COMMUNICATIONS, INC.

The Interconnection Agreement (“the Agreement”) by and between Illinois Bell Telephone Company d/b/a SBC Illinois¹ (“SBC Illinois”) and BitWise Communications, Inc. (“BitWise”), executed August 27, 2001 and approved by the Illinois Commerce Commission is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Appendix NIM of the Agreement is amended by adding the following:

7.0 Out of Exchange Traffic

- 7.1 SBC Illinois will use commercially reasonable efforts to open BitWise current and future NPA-NXX codes in SBC Illinois’s network, that are assigned to a non SBC Illinois Incumbent exchange (“out of area exchanges”).
- 7.2 The Parties agree to utilize the Interconnection architecture established by the terms and conditions in the underlying Interconnection Agreement. Given that BitWise operates as a CLEC within SBC Illinois exchange areas and has a switch and/or a point of interconnection located within SBC Illinois exchange areas for the purpose of providing telephone exchange service and exchange access in such SBC Illinois exchange areas, the Parties agree that SBC ILECs originating traffic will be delivered to BitWise's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in BitWise's underlying Agreement. SBC Illinois will accept up to a DS1 (24 DS0s) level of traffic at its tandem switch to or from out of area exchanges over local

¹ Illinois Bell Telephone Company (“Illinois Bell”), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names “SBC Illinois” and “SBC Ameritech Illinois”, pursuant to assumed name filings with the State of Illinois. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

interconnection facilities between the Parties that currently exist or may exist in the future. When such out of area traffic is Transit Traffic, as defined in the underlying Agreement, BitWise agrees to establish direct end office trunks to any third party carrier's end office when, each month, for a period of three consecutive months, traffic levels exceed one DS1 (24 DS0s) to or from that end office. When such out of area traffic is Local Traffic that is exchanged between the end users of BitWise and SBC Illinois, the Parties agree to establish direct end office trunks as specified in the Parties' Interconnection Agreement.

2.0 General Terms and Condition of the Agreement is amended by adding the following:

2.12.2 The CLEC's current Interconnection Agreement sets forth the terms and conditions pursuant to which SBC Illinois agrees to provide CLEC with access to unbundled network elements (UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC Illinois 's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC Illinois is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC Illinois 's incumbent local exchange areas. SBC Illinois has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC Illinois 's incumbent local exchange areas. In addition, SBC Illinois is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC Illinois 's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in SBC Illinois'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 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 Telecommunication services within an SBC Illinois incumbent local exchange area(s) in the State in which CLEC's-current Interconnection

Agreement with SBC Illinois has been approved by the relevant State Commission and is in effect..

- 2.12.3 The compensation arrangements for traffic exchanged between the Parties shall be as set forth in the Parties' Interconnection Agreement.

3.0 MISCELLANEOUS

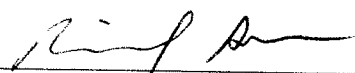
- 3.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, nor Interconnection and Trunking Terms, but rather, this Amendment shall be coterminous with such Agreement.
- 3.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT AND INTERCONNECTION AND TRUNKING TERMS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 3.3 This Amendment shall be filed by SBC Illinois and is subject to approval by the Illinois Commerce Commission (IL-CC), and shall become effective ten (10) days following approval by the IL-CC.
- 3.4 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). 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. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Illinois reserves its right, to the extent SBC Illinois has not already invoked the FCC ISP terminating compensation in Missouri and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Illinois the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party (“Written Notice”). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions

required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 18th day of AUGUST, 2003, by SBC Illinois, signing by and through its duly authorized representative, and BitWise, signing by and through its duly authorized representative.

BitWise Communications, Inc.

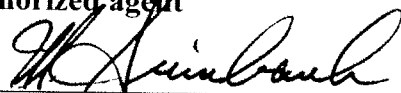
By: 

Title: CEO

Name: Michael Shuler
(Print or Type)

Date: 8/14/03

**Illinois Bell Telephone Company
d/b/a SBC Illinois by SBC
Telecommunications, Inc., its
authorized agent**

By: 

Title: For/President-Industry Markets

Name: Mike Auinbauh
(Print or Type)

Date: AUG 18 2003

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
BITWISE COMMUNICATIONS, INC.**

Whereas, Illinois Bell Telephone Company d/b/a SBC Illinois¹ ("SBC Illinois") and BitWise Communications, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on December 29, 2001, ("Agreement") and which permits the Parties to mutually agree to amend the Agreement in writing; and

Whereas, the Parties now desire to supercede and replace the existing Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule of the Agreement with the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary, which shall become effective as set forth in Paragraph 5 below

Now, therefore, the Parties agree as follows:

1. The Parties agree to amend the Agreement by replacing the existing Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule of the Agreement with the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary. The Parties further agree that the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary (which are attached hereto and incorporated herein by this reference) shall supercede and replace all rates, terms and conditions of the existing Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule of the Agreement in their entireties, without the necessity of physically removing the superceded Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule from publicly filed Agreements such as those on file with the state public utility regulatory commission or SBC "CLEC Online" website.
2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al ("USTA") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251

¹ Illinois Bell Telephone Company ("Illinois Bell"), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names "SBC Illinois" and "SBC Ameritech Illinois", pursuant to assumed name filings with the State of Illinois. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued in the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-Illinois shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC-Illinois has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-Illinois 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-Illinois's right to exercise its option at any time to adopt on a date specified by SBC-Illinois the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

BitWise Communications, Inc.

Signature: 

Name: Michael Shuler
(Print or Type)

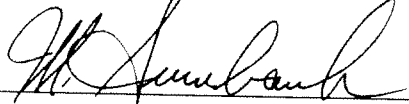
Title: CEO
(Print or Type)

Date: 4/22/04

FACILITIES-BASED OCN # 5800

ACNA BIW

Illinois Bell Telephone Company by SBC Illinois by
SBC Telecommunications, Inc., its authorized agent

Signature: 

Name: Mike Auinbaur
(Print or Type)

Title: For/ President - Industry Markets

Date: APR 29 2004

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

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

Physical collocation provides actual space (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, shared 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 so that Collocator will have a variety of collocation options from which to choose.

1.3 Purpose

Physical collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. § 251(c)(2) of FTA96 and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to **SBC-13STATE's** unbundled network elements pursuant to 47 U.S.C. § 251(c)(3) of FTA96 and applicable effective FCC regulations and judicial rulings. 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 FTA96, 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). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, telecommunications carrier and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase physical 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) physical 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) physical collocation under tariff to telecommunications carrier 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) physical collocation submitted under tariff, or without the need for any further contact with or consent from telecommunications carrier, **SBC-13STATE** may process any order for any 251(c)(6) physical collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) physical collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement, or (ii) the submission of the order by telecommunications carrier.

2. DEFINITIONS

- 2.1 **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.
- 2.2 **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.
- 2.2.1 Such arrangement shall be used for interconnection or access to unbundled network elements. 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.
- 2.2.2 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.
- 2.2.3 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.
- 2.3 **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.
- 2.4 **Augment** - A request from a Collocator to add equipment and/or cable to an existing physical collocation arrangement.
- 2.5 **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 state 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 state commission. All Custom Work Charges that are approved by the the appropriate state 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.
- 2.6 **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.
- 2.7 **Dedicated Space** - Denotes the space dedicated for the Collocator’s physical collocation arrangement located in **SBC-13STATE** Eligible Structure.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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 Section 6.2 of this Appendix. 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 Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.11 **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.
- 2.12 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator’s Dedicated Space.
- 2.13 **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.

- 2.14 **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 unbundled network elements of **SBC-13STATE**'s network.

3. **LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS**

3.1 Limitation of Liability

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 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 and/or tariffs.
- 3.1.4 The liability of either **SBC-13STATE** or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

3.2 Third Parties

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

3.3 Force Majeure Events

- 3.3.1 **SBC-13STATE** shall not be responsible for delays or failures in performance under this Appendix resulting from acts or occurrences beyond the reasonable control of **SBC-13STATE** including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbance or the inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

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

4.1 Right to Use; Multiple Dedicated Spaces

- 4.1.1 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.

4.2 Contact Numbers

- 4.2.1 **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.

4.3 Trouble Status Reports

- 4.3.1 **SBC-13STATE** is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator's network, switches or services, with an estimated clearing time for restoral. In addition, **SBC-13STATE** will provide written notification within twenty-four (24) hours. When trouble has been identified, **SBC-13STATE** is responsible for providing trouble status reports, consistent with Section 5.3, when requested by the Collocator.

4.4 Service Coordination

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

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

- 4.5.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions, and (1) the Dedicated Space is not rendered untenable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, **SBC-13STATE** has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while 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 nonrecurring charges for that arrangement and location.
- 4.5.1.2 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**.

4.5.2 Damage to Eligible Structure

- 4.5.2.1 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.

4.6 Construction Notification

4.6.1 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.

4.7 Construction Inspections

4.7.1 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 Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time SBC-13STATE's employees spend traveling and will be based on fifteen (15) minute increments.

5. OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

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

5.2 Contact Numbers

5.2.1 The Collocator is responsible for providing to SBC-13STATE personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 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.

5.3 Trouble Report

5.3.1 The Collocator is responsible for making best efforts to provide prompt verbal notification to SBC-13STATE of significant outages or operations problems which could impact or degrade SBC-13STATE's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with Section 4.3, when requested by SBC-13STATE.

5.4 Removal

5.4.1 The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, SBC-13STATE may remove the abandoned materials and the Collocator is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by SBC-13STATE, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator

will hold **SBC-13STATE** harmless from the failure to return any such equipment, property or other items.

5.5 Hazardous Waste and Materials

5.5.1 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 Interconnector's Guide for Collocation for further details.)

5.6 Safety

5.6.1 The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier 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 Installation Supplier 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 Installation Supplier while on **SBC-13STATE** premises or any OSHA inspection or citations issued to the Installation Supplier while on **SBC-13STATE** premises. (Refer to Interconnector's Guide for Collocation for further details.)

5.7 Collocator's Equipment and Facilities

5.7.1 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 POT frame located in the Common Area:

5.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 8.1;

5.7.1.2 its equipment;

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

5.7.1.4 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

5.7.1.5 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.

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

5.8 Insurance

5.8.1 Coverage Requirements

5.8.1.1 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:

5.8.1.1.1 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.

5.8.1.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily

injury or property damage incurred in any one occurrence; \$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. 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.

- 5.8.1.1.3 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.
- 5.8.1.1.4 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.
- 5.8.1.1.5 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.
- 5.8.1.1.6 **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.

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.

- 5.8.1.1.6.1 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."

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

5.8.2 Self-Insured

5.8.2.1 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 5.8.1, Coverage Requirements, shall immediately apply.

6. ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

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:

6.1.1.1 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.

6.1.1.1.1 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation, and Safety and Security charges in increments of one (1) square foot. For this reason, 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., 50 square feet of cage space for a single bay) 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. Rates and charges are as found in Section 20 following.

6.1.1.1.2 When Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charges as set forth in Section 20 following.

6.1.1.1.3 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 16 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, the floor space rate for cageless collocation found in Section 21.3 following applies.

6.1.1.2 Caged Shared Collocation - **SBC-13STATE** will provide Caged Shared Collocation as set forth in Section 7, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a caged collocation space as set forth in Section 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

6.1.1.3 Caged Common Collocation – **SBC-13STATE** will provide Caged Common Collocation as set forth in Section 7.1.1.

- 6.1.1.4 **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 (Other (Inactive) Collocation Space), as further defined in Section 2. 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** will not require Collocator to use an intermediate interconnection arrangement such as a POT frame. **SBC-13STATE** may take reasonable steps to protect its own equipment as provided in Section 6.1.2. Accordingly, **SBC-13STATE** will not provide Collocator's personnel or agents with direct access to **SBC-13STATE**'s main distribution frame.
- 6.1.1.5 **Adjacent 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 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 On-site structure: **SBC-13STATE** will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. **SBC-13STATE** will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, 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. 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.
- 6.1.1.5.1 Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, and 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.
- 6.1.1.5.2 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 the **SBC-13STATE** Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. 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.

6.1.1.5.3 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.

6.1.1.5.4 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.

6.1.1.6 **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.

6.1.2 Space Determination

6.1.2.1 As provided in Section 6.2 of this Appendix, **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.

6.1.3 Security

6.1.3.1 Protection of **SBC-13STATE**'s equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, **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. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), **SBC-13STATE** will not impose more stringent security requirements than these. 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.

6.1.3.1.1 Collocator will conduct background checks of its personnel and technicians who will 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.

- 6.1.3.1.1.1 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.
- 6.1.3.1.1.2 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.
- 6.1.3.1.2 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:
- 6.1.3.1.2.1 Theft or destruction of **SBC-13STATE**'s or Collocator's property;
- 6.1.3.1.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE** property;
- 6.1.3.1.2.3 Threats or violent acts against other persons on **SBC-13STATE** property;
- 6.1.3.1.2.4 Knowing violations of any local, state or federal law on **SBC-13STATE** property;
- 6.1.3.1.2.5 Permitting unauthorized persons access to **SBC-13STATE** or Collocator's equipment on **SBC-13STATE** property; and
- 6.1.3.1.2.6 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 for Physical Collocation in **SBC-13STATE**, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.
- 6.1.3.1.3 Collocator will provide indemnification as set forth in Section 12 of this Appendix and insurance as set forth in Section 5.8 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.
- 6.1.3.1.4 **SBC-13STATE** may use reasonable security measures to protect its equipment. In the event **SBC-13STATE** elects to erect an interior security partition in a given 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 telecommunications carrier 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.

6.1.3.1.4.1 **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.

6.1.3.1.4.2 **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.

6.1.3.1.4.3 **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.

6.1.3.1.4.4 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.

6.1.3.1.4.5 **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.

6.1.3.1.4.6 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.

6.1.3.1.5 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 collocation space during construction.

6.1.4 Interval

6.1.4.1 **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 form found in **SBC-13STATE**'s Interconnector's Collocation Services Handbook for Physical Collocation in **SBC-13STATE** and will pay an initial Planning Fee.

- 6.1.4.1.1 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 and the Collocator determines that it wishes **SBC-13STATE** to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. 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 of any known deficiencies in its collocation application within 10 calendar days (unless multiple applications are received; Section 6.1.4 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 10 calendar days after being advised of the deficiencies.
- 6.1.4.2 In responding to an application request, if space is available, **SBC-13STATE** shall advise the Collocator that its request for physical collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. **SBC-13STATE** will not select for Collocator the type of physical collocation to be ordered.
- 6.1.4.2.1 The Collocator has sixty-five (65) calendar days. After sixty-five (65) calendar days, a new application and Planning Fee are required. The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges.
- 6.1.4.3 **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 for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from the Collocation Rate Summary of this Appendix and 50% of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.
- 6.1.4.3.1 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 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 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; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

- 6.1.4.3.2 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, **SBC-13STATE** bays, **SBC-13STATE** cable racks and/or cage expansions within Active Central Office space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.
- 6.1.4.3.3 The construction interval for these other augments will not exceed 90 days. **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.
- 6.1.4.3.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by **SBC-13STATE**.

6.1.5 Application Quotation Interval for Physical

- 6.1.5.1 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

- 6.1.5.2 Should the Collocator submit 21 or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or Fraction thereof.
- 6.1.5.3 The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with **SBC-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.
- 6.1.5.2 Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.9 and will be subject to the time intervals set forth above.
- 6.1.6 Caged, Caged Common Physical Collocation and Shared Caged Collocation Installation Interval
 - 6.1.6.1 Dedicated Space for Caged physical collocation and Shared Caged Collocation is not reserved until the quotation is accepted.
 - 6.1.6.2 Where space suitable for central office equipment (Active Central Office Space) is available, **SBC-13STATE** will deliver Caged Physical or Shared Caged Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for 50% of all

applicable non-recurring charges.) If the available space is not suitable for central office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.6.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.

6.1.7 Cageless Physical Collocation Installation Interval

6.1.7.1 Dedicated space for Cageless physical collocation is not reserved until the quotation is accepted.

6.1.7.2 Where space suitable for central office equipment (Active Central Office Space) is available, **SBC-13STATE** will deliver Cageless physical collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for 50% of all applicable non-recurring charges.) If the available space is not suitable for central office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.7.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.

6.1.8 **SBC-13STATE** will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 90 days from the receipt of the Collocator's acceptance of the quotation where **SBC-13STATE** will be installing all or some of the bays. These construction intervals for cageless collocation in Active Collocation Space in a CEV, HUT, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, **SBC-13STATE** will add thirty (30) calendar days to the provisioning interval.

6.1.9 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

6.1.9.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1 (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

6.1.10 Revisions

6.1.10.1 All revisions to an initial request for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which **SBC-13STATE** normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule. However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. The Collocator will be required to pay any applicable planning fees. No additional planning fees shall be

applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

6.2 Space Availability Determination and Resolution

- 6.2.1 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.
- 6.2.1.1 The notification will also include a possible future space relief date, if applicable. At that time, any nonrecurring charges collected with the application, except the planning fee, will be returned to the Collocator.
- 6.2.1.2 **SBC-13STATE** will file a copy of the notification letter denying the Collocator's request with the appropriate state commission. In the event of a denial, **SBC-13STATE** will concurrently submit to both the appropriate state 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 plans documented as provided for in Section 3.8 of the Interconnector's Collocation Services Handbook, identification of switch turnaround plans and other equipment removal plans and timelines, if any, central office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.
- 6.2.1.3 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.
- 6.2.1.4 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.
- 6.2.1.5 **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.
- 6.2.1.6 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 state 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.
- 6.2.2 **SBC-13STATE** will submit to a requesting carrier a report indicating **SBC-13STATE**'s available collocation space in a particular **SBC-13STATE** Eligible Structure upon request. 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

- 6.2.2.1 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.
- 6.2.2.2 **SBC-13STATE** shall maintain a publicly available document for viewing on the Internet 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. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to **SBC-13STATE**, such information will be placed on the website. **SBC-13STATE** will update the public document on the first day of each month to include all newly available information.
- 6.2.2.3 To the extent **SBC-13STATE** has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that **SBC-13STATE** is taking to make additional space available for collocation. In order to increase the amount of space available for collocation, **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 state commission shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2 under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

- 6.3.1 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 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 arranging for new space. The Collocator shall be responsible for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the 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.

- 6.3.2 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.
- 6.3.3 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.
- 6.4 Occupancy
- 6.4.1 Unless there are unusual circumstances, **SBC-13STATE** will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after **SBC-13STATE** completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to **SBC-13STATE**'s network or obtain access to **SBC-13STATE** unbundled network elements within one hundred eighty (180) days after receipt of such notice. 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.
- 6.4.2 If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after **SBC-13STATE** provides 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** unbundled network elements by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 6.4.3 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 unbundled network elements, for the purpose of providing this service.
- 6.4.4 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.
- 6.5 Cancellation Prior to Due Date
- 6.5.1 In the event that the Collocator cancels its order 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 nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

6.6.1 Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. **SBC-13STATE** may change its billing date practices upon thirty (30) day's notice to the Collocator.

6.6.2 Billing Dispute Resolution

6.6.2.1 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 6.6.1, 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 6.6.2 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 6.6.1 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.

6.6.3 Third Party Escrow Agent

6.6.3.1 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:

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

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

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

6.6.3.1.4 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:

6.6.3.1.5 The escrow account is an interest bearing account;

6.6.3.2 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 6.6.7 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 6.6.7 of this Appendix.

6.6.4 Disputed Amounts

6.6.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this Appendix.

6.6.5 Investigation Report

6.6.5.1 Upon receipt of the notice and both forms of proof required by Section 6.6.1 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 6.6.1 on or before the Bill Due Date, **SBC-13STATE** will report the results of its investigation within 60 calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.5, the Collocator must notify **SBC-13STATE** in writing within thirty 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 6.6.6 of this Appendix.

6.6.6 Informal Resolution of Billing Disputes

6.6.6.1 Upon receipt by **SBC-13STATE** of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 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.

6.6.7 Formal Resolution of Billing Disputes

6.6.7.1 If the parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.6, then either party may invoke the formal dispute resolution procedures described in this Section 6.6.7. 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 6.6.5 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix.

6.6.7.2 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 6.6.5 of this Appendix will be subject to mandatory arbitration in accordance with Section 6.6.8, 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 6.6.5 of this Appendix, the parties will annualize the actual number of months billed.

- 6.6.7.3 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 6.6.5 of this Appendix will be subject to elective arbitration pursuant to Section 6.6.8 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 6.6.5 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.

6.6.8 Arbitration

- 6.6.8.1 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.
- 6.6.8.2 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. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.
- 6.6.8.3 The times specified in this Section 6.6.8 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. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.6.9 Cooperation Between Parties

- 6.6.9.1 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:
- 6.6.9.1.1 **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 6.7 of this Appendix.

6.6.10 Failure to Make Payment

6.6.10.1 Failure by the Collocator to pay any charges determined to be owed to **SBC-13STATE** within the time specified in Section 6.6.8 shall be grounds for immediate re-entry and termination of services provided under this Appendix.

6.6.11 Billing for Caged Shared and Caged Common Collocation Arrangements

6.6.11.1 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.

6.7 Late Payment Charge

6.7.1 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 bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to compute the Late Payment Charge in **SBC-13STATE**'s intrastate access services tariff and (b) the highest rate of interest that may be charged under **SBC-13STATE** law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

6.8.1 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. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of **SBC-13STATE**.

6.8.2 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.

6.8.3 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.

6.8.4 When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

7. USE BY OTHER LOCAL SERVICE PROVIDERS

- 7.1 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**.
- 7.2 **SBC-13STATE** will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, **SBC-13STATE** may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where **SBC-13STATE** receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.
- 7.2.1 **SBC-13STATE** will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided **SBC-13STATE** with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit.
- 7.2.2 When these criteria have been met, **SBC-13STATE** will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, **SBC-13STATE** will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.11.
- 7.3 **SBC-13STATE** will not place unreasonable restrictions on Collocator's use of a cage, and as such will allow Collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-locator no more than the prorated share (based upon square footage used exclusively or in common) of **SBC-13STATE**'s charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with **SBC-13STATE** utilize 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.

8. FIBER OPTIC CABLE AND DEMARCATION POINT

- 8.1 Fiber Optic Cable Entrances
- 8.1.1 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.
- 8.1.2 **SBC-13STATE** shall provide a minimum of two separate points of entry into the Eligible Structure 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 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) in the first twelve (12) months.

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

8.2 Demarcation Point

- 8.2.1 A Point of Termination (POT) Frame is not required as the demarcation point. However, the Collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in **SBC-13STATE**-designated area within the Eligible Structure. If the Collocator elects not to provide a POT Frame, **SBC-13STATE** will hand off the Interconnection Arrangement(s) cables to the Collocator at its equipment.

9. USE OF DEDICATED SPACE

9.1 Nature of Use

- 9.1.1 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 FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to **SBC-13STATE**'s network "for the transmission and routing of telephone exchange service or exchange access," or for access to **SBC-13STATE**'s unbundled network elements "for the provision of a telecommunications service."
- 9.1.2 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**'s not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
- 9.1.3 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 customer premises shall be considered network terminating equipment."
- 9.1.4 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** will voluntarily allow collocation of RSMs solely under the following conditions: (1) the 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 RSM will not be permitted; (2) the 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 unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and Collocator mutually agree to such collocation.

- 9.1.5 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Unbundled Network Elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. **SBC-13STATE** will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
 - 9.1.6 **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.
 - 9.1.7 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 **SBC-13STATE**'s 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.
 - 9.1.8 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
 - 9.1.9 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.
 - 9.1.10 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.
- 9.2 Equipment List
- 9.2.1 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 10.1, 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.

9.2.2 Subsequent Requests to Place Equipment

9.2.2.1 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.

9.2.3 Limitations

9.2.3.1 **SBC-13STATE**'s obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities by a Collocator, is limited only 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 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.

9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to **SBC-13STATE** or access to **SBC-13STATE**'s unbundled network elements. 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.

9.3.2 **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 6.1.2 of this Appendix).

9.3.3 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.

9.3.4 **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.

9.4 Threat to Personnel, Network or Facilities

9.4.1 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.

9.5 Interference or Impairment

9.5.1 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.

9.6 Personal Property and Its Removal

9.6.1 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 property 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 9.7 following.

9.7 Alterations

9.7.1 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.

10. STANDARDS

10.1 Minimum Standards

10.1.1 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 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.

10.1.2 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 Company equipment met or exceeded the same Safety Standards for which Collocator's equipment was denied.

10.1.3 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.

10.1.4 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.

10.2 Dispute Resolution Process for Revisions or Implementation of Technical Publications

10.2.1 Disputes that cannot be resolved by the parties regarding revisions to or implementation of **SBC-13STATE** technical publications that apply to physical collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

10.3 Compliance Certification

10.3.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2, Equipment List; Section 9.2.1, Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Section 10.1.

11. RE-ENTRY

11.1 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.

11.2 **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.

11.3 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.

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

- 12.1 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.
- 12.2 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**.
- 12.3 **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.

13. SERVICES AND MAINTENANCE

13.1 Operating Services

- 13.1.1 **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.

13.2 Maintenance

- 13.2.1 **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.

13.3 Equipment Staging and Storage

- 13.3.1 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 for further details.)

13.4 Legal Requirements

13.4.1 Except for Section 15, **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.

14. **SBC-13STATE's RIGHT OF ACCESS**

14.1 **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; 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.

15. **GENERAL**

- 15.1 The rates and charges in this Appendix are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 19.2 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, remote switch module related options and POT bay-related options.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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, and so on.
- 15.7 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.
- 15.8 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in the Agreement.

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. SBC-13STATE will permit Collocator to review the contractor invoices.
- 16.3 To insure efficient use of space, SBC-13STATE will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SBC-13STATE will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SBC-13STATE will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocator.
- 16.4 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.
- 16.5 The Collocator may elect to install its own Point of Termination (POT) Frame, or request that SBC-13STATE provide and install a POT Frame, to be placed in the Collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SBC-13STATE may still provide and install the required DC power panel.

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 Nonrecurring Charges
- 17.2.1 Nonrecurring 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 nonrecurring Preparation Charges as specified for in Section 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.
- 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 either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.
- 17.3 Individual Case Basis (ICB)

17.3.1 **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.

17.4 Application of Rates and Charges

17.4.1 Beginning on and after the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], 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 OR AMENDMENT, AS APPLICABLE], to all existing CLEC collocation arrangements, including those established before the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE]. 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.

18. REGENERATION

18.1 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 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.

19. RATE REGULATIONS

19.1 Determination of Charges Not Established in Collocation Rate Summary (Custom Work Charges).

19.1.1 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

19.1.2 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.

19.2 Rate Elements

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

19.2.1 Planning Fees

19.2.1.1 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 nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of 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.

19.2.2 Floor Space Charges

19.2.2.1 Caged Collocation

19.2.2.1.1 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.

19.2.2.1.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, 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., 50 square feet of cage space for a single bay), and will ensure that the first Collocator in **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. When 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 19.2 following. The Collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

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

19.2.2.1.4 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.

19.2.2.1.4.1 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

19.2.2.1.4.2 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

19.2.2.1.4.3 Common Systems Materials Charge

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

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

19.2.2.1.4.4 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

19.2.2.1.4.5 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
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

19.2.2.1.4.6 RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.2.2.2 Cageless Collocation

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

19.2.2.2.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. 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 its 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.

19.2.2.2.2.1 Floor Space Charges

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

- Construction costs
- Operating costs

19.2.2.2.2.2 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

19.2.2.2.2.3 Cageless Common Systems Materials Charge

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

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

19.2.2.2.2.4 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

19.2.2.3 Caged Common Collocation in **SBC-13STATEs**

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

19.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided **SBC-13STATE** with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, **SBC-13STATE** will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, **SBC-13STATE** will construct the cage to the collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

19.2.2.3.3 **SBC-13STATE** will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16.

19.2.2.3.4 **SBC-13STATE** will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in **SBC-13STATE's** premises will be responsible only for its pro rata share of the cost of site preparation and security.

19.2.2.3.5 Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in the Collocation Rate Summary.

19.2.2.3.6 Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

19.2.2.3.6.1 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

19.2.2.3.6.2 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
- 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

19.2.2.3.6.3 Common Systems Materials Charge

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

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

19.2.2.3.6.3 Safety and Security

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

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

19.2.2.3.6.3.1 In the event **SBC-13STATE** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate **SBC-13STATE**'s equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

19.2.2.3.6.4 Cage Preparation

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

- Grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

19.2.2.3.6.5 RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.2.3 DC Power Amperage Charge

19.2.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by 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 (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, BDFB, associated hardware & cabling, and AC energy to convert to DC power.

19.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

19.2.3.2.1 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 in attached pricing schedule.

19.2.4 DC Power Arrangement Provisioning

19.2.4.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a nonrecurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds.

19.2.5 DC Power Panel (Maximum 50 AMP)(Optional)

19.2.5.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by **SBC-13STATE**.

19.2.6 DC Power Panel (Maximum 200 AMP)(Optional)

19.2.6.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current however 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**.

19.2.7 Eligible Structure Ground Cable Arrangement, Each

19.2.7.1 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.

19.2.8 Security Cards

19.2.8.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. **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. 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.

19.2.9 Standard Frame or Cabinet, Each (Optional)

19.2.9.1 The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by **SBC-13STATE** or may request that **SBC-13STATE** provide and install the bay or cabinet in the cageless space only. If the Collocator elects for **SBC-13STATE** to provide a bay or cabinet, the rates and charges are as found in the Collocation Rate Summary. When, at the Collocator's option, a bay or cabinet is placed in space designated by **SBC-13STATE**, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and **SBC-13STATE** facilities, previously referred to as "Point of Termination (POT) bay."

19.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

19.2.10.1 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.

19.2.11 Entrance Fiber Charge, Per Cable Sheath

19.2.11.1 The Entrance Fiber Charge reflects the time interval 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.

19.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

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

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

19.2.12.1.1.1 **SBC-13STATE**-provided cable arrangement of twenty eight (28) DS1 connections per cable arrangement between the Collocator's optional POT Frame or 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 POT bay or 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.

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

19.2.12.1.2.1 **SBC-13STATE**-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's optional POT Frame or 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 POT bay or 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.

19.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

19.2.12.1.3.1 **SBC-13STATE** provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between the Collocator's optional POT frame or 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.

19.2.13 Optical Circuit Arrangement

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

19.2.14 Bits Timing (Per two circuits) (Optional)

19.2.14.1 **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.

19.2.15 Timing Interconnection Arrangement (Optional)

19.2.15.1 Timing lead (1 pair) of wires provided by **SBC-13STATE** to the Collocator's dedicated Collocator's physical collocation space or optional POT frame or equipment bay.

19.2.16 Collocation Availability Space Report Fee

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

19.2.17 Pre-visits

19.2.17.1 General Applications

19.2.17.1.1 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 must submit its request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective Collocator will not be allowed to take photographs, make copies of **SBC-13STATE** site-specific drawings or make any notations.

19.2.17.1.2 For pre-visits, **SBC-13STATE** will limit the number of **SBC-13STATE** employees attending the pre-visit to one of **SBC-13STATE**'s employee, unless a different number of **SBC-13STATE** employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator 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-minute increments.

19.2.18 Construction Inspections

19.2.18.1 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 Section 4.2. 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.

19.2.19 Adjacent On-site Structure Arrangements

19.2.19.1 Adjacent On-site Structure Arrangements

19.2.19.1.1 If a Collocator elects to provide an Adjacent On-site structure as described in Section 6.1.1 E. 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 On-Site Structure 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.

19.2.19.2 Adjacent On-site Planning Fee

19.2.19.2.1 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 Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

19.2.20 Adjacent Off-site Arrangement

19.2.20.1 Adjacent Off-site Structure Arrangements

19.2.20.1.1 If the Collocator elects to provide an Adjacent Off-site structure as defined in 2.0. of this Appendix and as described in Section 6.1.1 preceding, when all available space is Legitimately Exhausted inside **SBC-13STATE** Eligible Structure and Collocator's Adjacent On-site Space is not within 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 as found in the Collocation Rate Summary.

19.2.20.2 Planning Fee Adjacent Off-site Arrangement

19.2.20.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and **SBC-13STATE** on Adjacent Off-site initial or subsequent 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.

19.2.21 Conduit Space for Adjacent Off-site Arrangement

19.2.21.1 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.

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

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

additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

19.2.23 Miscellaneous Charges (Optional)

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

19.2.24 Collocation to Collocation Connection

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

19.2.24.1.1 Fiber Cable (12 Fibers)

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

19.2.24.1.2 Copper Cable (28 DS1s)

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

19.2.24.1.3 Coax Cable (1 DS3)

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

19.2.24.1.4 Cable Racking and Hole

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

19.2.24.1.5 Route Design

19.2.24.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge.

20. RATES AND CHARGES – ILEC PRICING SCHEDULE (See the Collocation Rate Summary)

21. CDOW (SBC-13STATE** 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 the Collocation Rate Summary.

21.1 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 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 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 21.2 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 21.3. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and facilities;
- 21.2 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 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. 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 21.1 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 Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and facilities.
- 21.3 Interval (Collocator Installs Interconnection and Power Cabling)
- 21.3.1 The intervals set forth in this Section 21.3 apply only when Collocator installs interconnection and power cabling. **SBC-13STATE** will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.
- 21.3.2 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 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.

- 21.3.3 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.

21.3.3.1 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

21.3.3.2 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:

21.3.3.3 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.

- 21.3.4 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**.

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

- 168 DS1 connections and/or

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

21.3.5.1 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 staggering intervals. The Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

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

21.3.5.3 The delivery interval for the above Augments is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by 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.

21.3.5.4 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	35 calendar days
11- 20	60 calendar days	65 calendar days

21.3.5.5 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 application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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.

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

21.3.7 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Physical Collocation job requested along with the 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.

21.4 Rates Elements for **SBC-13STATE** Central Offices

21.4.1 Caged Collocation

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

21.4.2 DC Power Arrangement Provisioning

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

21.4.3 Entrance Fiber Optic Cable Arrangement

21.4.3.1 When the Collocator selects the option to pull the Collocator's provided fire retardant entrance fiber optic cable under **SBC-13STATE** observation, through **SBC-13STATE** cable vault to the Collocator's equipment with **SBC-13STATE** approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but **SBC-13STATE** approved vendor will have access. Rates and charges are as found in the Collocation Rate Summary.

21.4.4 DS0 Voice Grade Interconnection Cable Arrangement

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

21.4.5 DS-1 Interconnection Cable Arrangement to DCS

21.4.5.1 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. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.4.6 DS-1 Interconnection Cable Arrangement to DSX

21.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted

access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.4.7 DS-3 Interconnection Cable Arrangement to DCS

21.4.7.1 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. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.4.8 DS-3 Interconnection Cable Arrangement to DSX

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

21.4.9 Fiber Interconnection Cable Arrangement

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

21.4.10 Collocation to Collocation Connection

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

21.4.10.1.1 Fiber Cable

21.4.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.4.10.1.2 Copper Cable

21.4.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.4.10.1.3 Coax Cable

21.4.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.4.10.1.4 Cable Racking and Hole

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

21.4.10.1.5 Route Design

21.4.10.1.5.1 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 Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by 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) physical 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 19 of this Appendix.
 - 1.3.2 In CEVs, 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 15 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 15, 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 15 is 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 UNEs. Virtual Collocation in CEVs, Huts and Cabinets is available for interconnection with SBC-13STATE-provided UNEs.
- 1.5 Rates for the individual UNEs the Collocator wants to gain access to 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 19.36.1. (Rate Elements for SBC-13STATE Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC-13STATE within SBC-13STATE's CEVs, Huts and Cabinets is contained in 19.36.2 (Rate Elements for SBC-13STATE CEVs, Huts and Cabinets).
- 1.7 Virtual Collocation for Interconnection to SBC-13STATE for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with SBC-13STATE-Provided 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 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 UNEs. Such access is provided through cross connects purchased from the Agreement. Unbundled network elements including associated cross connects are obtained from the Agreement between the Collocator and SBC-13STATE. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
 - 1.11 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in (B) below and the equipment conforming to industry safety standards as described in SBC-13STATE's Technical Publication.
 - 1.12 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 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 unbundled network elements. 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 unbundled network elements "for the provision of a telecommunications service."
 - 1.13 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.
 - 1.14 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 customer premises shall be considered network terminating equipment."

- 1.15 SBC-13STATE does not allow collocation of other Multifunctional Equipment, except that SBC-13STATE will voluntarily allow collocation of RSMs solely under the following conditions: (1) the 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 RSM will not be permitted; (2) the 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 unbundled network elements for the provision of a telecommunications service. SBC-13STATE voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multifunctional equipment only if SBC-13STATE and Collocator mutually agree to such collocation.
- 1.16 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Unbundled Network Elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. SBC-13STATE will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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 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.
- 1.22 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.
- 1.23 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.
- 1.24 Federal Telecommunications Act of 1996
- 1.24.1 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 unbundled network elements pursuant to 47 U.S.C. § 251(c)(3).
- 1.24.2 The use of virtual collocation for (1) interconnection to SBC-13STATE or (2) access to SBC-13STATE's unbundled network elements, in either case pursuant to 47 U.S.C. § 251(c), is available at SBC-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in SBC-13STATE CEVs, Huts and Cabinets.
- 1.24.3 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 **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.

- 2.2 **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.
- 2.2.1 Such arrangement shall be used for interconnection or access to unbundled network elements. 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.
- 2.2.2 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.
- 2.2.3 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.
- 2.3 **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.
- 2.4 **Augment** - A request from a Collocator to add equipment and/or cable to an existing physical collocation arrangement.
- 2.5 **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 state 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 state commission. All Custom Work Charges that are approved by the the appropriate state 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.
- 2.6 **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.
- 2.7 **Dedicated Space** - Denotes the space dedicated for the Collocator’s physical collocation arrangement located in SBC-13STATE Eligible Structure.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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 Section 6.2 of this Appendix. 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 Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.11 **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.
- 2.12 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator’s Dedicated Space.
- 2.13 **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.
- 2.14 **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 unbundled network elements of SBC-13STATE’s network.

3. PROVISIONING

- 3.1 Virtual collocation for Interconnection to SBC-13STATE or access to SBC-13STATE-provided UNEs is ordered as set forth in SBC-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in 13-STATES. SBC-13STATE will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual collocation does not involve the reservation of segregated central office or CEV, Hut and Cabinet space for the use of 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 customer 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 UNEs. The customer 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 14.4.16
- 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 interconnector in writing with a cover letter. The interconnector has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty (50%) of all the applicable nonrecurring charges.
- 6.1.7 If the interconnector fails to respond within the forty-five (45) calendar day interval, should the interconnector 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 bay/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bay/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 BDFB (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or BDFB exists.
- 6.2.6 If a completion date outside the time period required herein is not agreed to by the parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either party to **THE APPROPRIATE STATE COMMISSION** for determination.
- 6.3 Installation of Virtual Collocation Equipment
- 6.3.1 **SBC-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of 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 TIRKS and/or SWITCH print out of actual point of termination/connection facilities assignment (APOT/CFA) to the CLECs 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
- accelerating the project schedule
- 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 customer. In an emergency, SBC-13STATE may perform necessary repairs without prior notification. The labor rates specified in Section 14.4.17 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, **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. REVISIONS

- 12.1 Any revision to **SBC-13STATE**'s Interconnector's Collocation Services Handbook for Virtual Collocation in **SBC-13STATE**, or its Technical Publication TP 76300MP, shall become effective and thereafter

applicable under this Appendix forty five (45) business days after such revision is released by SBC-13STATE except for those particular revisions to which the Collocator specifically objects within thirty (30) business days of receipt, providing an explanation for each objection. Upon each such objection, SBC-13STATE and the Collocator shall attempt to negotiate a resolution and if not resolved pursuant to the dispute resolution procedures set forth in the Agreement, either party may request resolution by the approved state commission. Any revision made to address potentially harmful situations shall become effective and applicable immediately, pending resolution of the objections by the approved state commission.

13. DISPUTE RESOLUTION PROCESS FOR REVISIONS OR IMPLEMENTATION OF TECHNICAL PUBLICATIONS

- 13.1 Disputes that cannot be resolved by the parties regarding revisions to or implementation of SBC-13STATE's technical publications that apply to virtual collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

14. RATE REGULATIONS

- 14.1 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 UNEs under 251(c)(3), when the Collocator provides the equipment.
- 14.2 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.
- 14.3 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 UNEs under 251(c)(3) in SBC-13STATE's Central Offices are set forth on Attachment 2 (Rates and Charges for SBC-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to SBC-13STATE-provided UNEs in SBC-13STATE CEVs, Huts and Cabinets are set forth on the Collocation Rate Summary (Rates and Charges for SBC-13STATE CEVs, Huts and Cabinets).
- 14.4 Rate Elements for SBC-13STATE Central Offices

Consistent with provisions in Section 6, 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 UNEs to be used in conjunction with virtual collocation in SBC-13STATE's Central Offices.

14.4.1 Planning Fee

- 14.4.1.1 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 or the addition of cable. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

14.4.2 Floor Space

14.4.2.1 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.

14.4.3 Relay Rack (Optional)

14.4.3.1 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.

14.4.4 Common Systems Materials

14.4.4.1 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.

14.4.5 Real Estate

14.4.5.1 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).

14.4.5.2 Site Conditioning

14.4.5.3.1 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.

14.4.5.3 Safety and Security

14.4.5.4.1 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.

14.4.6 Entrance Fiber Optic Arrangement

14.4.6.1 This sub-element provides for **SBC-13STATE** pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

14.4.6.2 Entrance Conduit, per sheath

14.4.6.2.1 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.

14.4.7 DC Power Arrangement Provisioning

14.4.7.1 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.

14.4.8 DC Power Amperage Charge

14.4.8.1 DC Power per AMP

14.4.8.1.1 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, BDFB, associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

14.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

14.4.8.2.1 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.

14.4.8.3 Ground Cable Arrangement

14.4.8.3.1 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.

14.4.9 DS0 Voice Grade Interconnection Cable Arrangement

14.4.9.1 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.

14.4.10 DS-1 Interconnection Cable Arrangement to DCS

14.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s DCS functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

14.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

14.4.11 DS-1 Interconnection Cable Arrangement to DSX

14.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s DSX functionality purchased from 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.

14.4.12 DS-3 Interconnection Cable Arrangement to DCS

14.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s DCS functionality purchased from 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.

14.4.13 DS-3 Interconnection Cable Arrangement to DSX

14.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s DSX functionality purchased from 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.

14.4.14 Fiber Interconnection Cable Arrangement

14.4.14.1 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.

14.4.15 Timing Source Arrangement (Optional)

14.4.15.1 **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.

14.4.16 Training

14.4.16.1 **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.

14.4.16.2 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.

14.4.16.3 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:

14.4.16.3.1 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

14.4.16.3.2 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.

14.4.16.3.3 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.

14.4.16.4 **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 36.3(P) (Training) will be assessed to the Collocator.

14.4.17 Maintenance and Repair Labor Rates

14.4.17.1 Maintenance of Equipment

14.4.17.1.1 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.

14.4.17.1.2 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.

14.4.17.2 Repair of Equipment

14.4.17.2.1 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.

14.4.17.2.2 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.

14.4.17.2.3 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.

14.4.18 Collocation-to-Collocation Connection

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

14.4.18.1 Fiber Cable (12 Fiber)

14.4.18.1.1 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.

14.4.18.2 Copper Cable (28 DS1s)

14.4.18.2.1 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.

14.4.18.3 Coax Cable (1 DS3)

14.4.18.3.1 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.

14.4.18.4 Cable Racking and Hole

14.4.18.4.1 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.

14.4.18.5 Route Design

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

14.4.19 Equipment Evaluation Cost

14.4.19.1 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 Bellcore Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

14.4.20 Test and Acceptance

14.4.20.1 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.

14.2 Rate Elements for **SBC-13STATE**'s CEVs, Huts and Cabinets

The following provides a list of the specific rate elements for virtual collocation for access to **SBC-13STATE**'s provided UNEs in **SBC-13STATE**'s CEVs, Huts and Cabinets.

14.2.1 Entrance Cable Fiber

14.2.1.1 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.

14.2.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

14.2.2 Entrance Conduit

14.2.2.1 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.

14.2.3 DC Power Amperage Charge

14.2.3.1 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.

14.2.4 24-Foot CEV

14.2.4.1 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.

14.2.5 16-Foot CEV

14.2.5.1 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.

14.2.6 Maxi-Hut

14.2.6.1 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.

14.2.7 Mini-Hut

14.2.7.1 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.

14.2.8 Large Cabinet

14.2.8.1 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.

14.2.9 Medium Cabinet

14.2.9.1 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.

14.2.10 Small Cabinet

14.2.10.1 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.

14.2.11 Project Coordination Fee

14.2.11.1 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.

15. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 15.1 Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment.
- 15.2 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.
- 15.3 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 undated 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.
- 15.4 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 is null and void, and all virtual collocation will be maintained by SBC-13STATE as described in Section 1.3 .
- 15.5 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.
- 15.6 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 16.3 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.
- 15.7 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.
- 15.8 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.
- 15.9 Provisioning of equipment required for virtual collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

16. OBLIGATIONS OF THE COLLOCATOR

16.1 Indemnification of SBC-13STATE

- 16.1.1 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.
- 16.1.2 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.
- 16.1.3 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 Indemnatee, 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 Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC-13STATE and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC-13STATE and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

16.2 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:

- 16.2.1 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.
- 16.2.2 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.
- 16.2.2.1 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.

- 16.2.3 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.
- 16.2.4 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.
- 16.2.5 **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.
- 16.2.6 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.
- 16.2.7 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.
- 16.2.8 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."
- 16.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 16.2.10 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.
- 16.3 Conduct While in **SBC-13STATE** Eligible Structures
- 16.3.1 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:

- 16.3.1.1 Theft or destruction of SBC-13STATE's or Collocator's property;
 - 16.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC-13STATE's property;
 - 16.3.1.3 Threats or violent acts against other persons on SBC-13STATE's property;
 - 16.3.1.4 Knowing violations of any local, state or federal law on SBC-13STATE's property;
 - 16.3.1.5 Permitting unauthorized persons access to SBC-13STATE or Collocator's equipment on SBC-13STATE's property; and
 - 16.3.1.6 Carrying a weapon on SBC-13STATE's property.
- 16.3.2 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 for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.
- 16.3.3 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-13STATES

17. COOPERATIVE RESPONSIBILITIES

17.1 Qualification of Collocator

- 17.1.1 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 for Virtual Collocation in 13-STATES.

18. RATE REGULATIONS

The rate element descriptions and rates and charges included in 15 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.

18.1 Rate Elements for SBC-13STATE's Offices

- 18.1.1 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.

18.2 Rate Element for **SBC-13STATE**'s CEV, HUT, and Cabinets

18.2.1 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.

18.3 Application of Rates and Charges

18.3.1 Beginning on and after the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], 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 OR AMENDMENT, AS APPLICABLE], to all existing CLEC collocation arrangements, including those established before the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE]. 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.

19. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate their interconnection and power cabling with an **SBC-13STATE** Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 19 following.

19.1 Interconnection Cable

19.1.1 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 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 19.2. 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's **SBC-13STATE** Approved Vendor. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. 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.

19.2 DC Power Arrangement Provisioning

- 19.2.1 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.
- 19.2.2 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.
- 19.2.3 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 19.1. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. 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.

19.3 Intervals and Provisioning

- 19.3.1 Implementation Intervals when CLEC hires **SBC-13STATE** Approved Vendor Installs Interconnection and Power Cabling
- 19.3.1.1 **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 19.3 is for new and augment Virtual Collocation Applications and apply only when the Collocator installs interconnection and power cabling.
- 19.3.1.1 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's **SBC-13STATE** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives 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 <u>metering region</u>	Overhead Iron/Racking Exists for Virtual Collocation <u>Space Use</u>	Overhead Iron/Racking Does Not Exist for Virtual Collocation <u>Space Use</u>	Additional Power or HVAC is Required for Virtual Collocation <u>Space Use</u>
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

19.3.1.3 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**.

19.3.1.4 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:

19.3.1.5 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.

19.3.2 Payment

19.3.2.1 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**.

19.3.3 Cable Augments

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

19.3.3.1.1 168 DS1 connections and/or

19.3.3.1.2 48 DS3 connections and/or

19.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or

19.3.3.1.4 12 fiber pair connections

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

19.3.3.3 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

19.3.3.4 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.

19.3.3.5 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:

19.3.3.6 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.

19.3.4 All Other Augments

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

19.3.5 Walk-Through Visit

19.3.5.1 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.

19.4 Rates Elements for **SBC-13STATE** Central Offices

19.4.1 DC Power Arrangement Provisioning

19.4.1.1 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.

19.4.2 DS0 Voice Grade Cable Arrangement

19.4.2.1 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.

19.4.3 DS-1 Interconnection Cable Arrangement to DCS

19.4.3.1 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.

19.4.4 DS-1 Interconnection Cable Arrangement to DSX

19.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

19.4.5 DS-3 Interconnection Cable Arrangement to DCS

19.4.5.1 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.

19.4.6 DS-3 Interconnection Cable Arrangement to DSX

19.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

19.4.7 Fiber Interconnection Cable Arrangement

19.4.7.1 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.

19.4.8 Collocation to Collocation Connection

19.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

19.4.8.1.1 Fiber Cable

19.4.8.1.1.1 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.

19.4.8.2.1 Copper Cable

19.4.8.2.1.1 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.

19.4.8.3.1 Coax Cable

19.4.8.3.1.1 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.

19.4.8.4.1 Cable Racking and Hole

19.4.8.4.1.1 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.

19.4.8.5.1 Route Design

19.4.8.5.1.1 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.

SBC-13STATE
COLLOCATION RATE SUMMARY
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13-STATE/BITWISE COMMUNICATIONS, INC.
EFFECTIVE DATE:

	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	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
3	REAL ESTATE					
4	Site Conditioning	Per Sq. Ft. of space used by CLEC			\$9.28	
5	Safety & Security	Per Sq. Ft. of space used by CLEC			\$19.56	
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC		\$5.97		
7	COMMON SYSTEMS					
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC		\$0.44	\$59.86	
9	PLANNING					
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC		\$0.09	\$7.55	
11	Planning	Per Request			\$5,244.43	
12	Planning - Subsequent Inter. Cabling	Per Request			\$2,267.04	
13	Planning - Subsequent Power Cabling	Per Request			\$2,306.10	
14	Planning - Subs. Inter./Power Cabling	Per Request			\$2,884.60	
15	Planning - Non-Standard	Per Request			\$1,436.00	
16	POWER PROVISIONING					
17	Power Panel:					
18	50 Amp	Per Power Panel (CLEC Provided)				
19	200 Amp	Per Power Panel (CLEC Provided)				
20	Power Cable and Infrastructure:					
21	Power Cable Rack	Per Four Power Cables or Quad				
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)		0.25	48.23	
23	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)		0.25	48.23	
24	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)		0.25	48.23	
25	Equipment Grounding:					
26	Ground Cable Placement	Per Sq. Ft. of space used by CLEC		\$0.03	\$0.92	
27	DC POWER AMPERAGE CHARGE					
28	HVAC	Per 10 Amps		\$14.62		
29	Per Amp	Per Amp		\$10.61		
30	FIBER CABLE PLACEMENT					
31	Central Office:					
32	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)		\$4.85	\$809.13	
33	Entrance Conduit	Per Fiber Cable Sheath		\$8.76		
34	MISCELLANEOUS & OPTIONAL COST:					
35	MISCELLANEOUS COSTS					
36	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		\$0.08	\$14.81	
37	Bits Timing	Per two circuits		\$3.58	\$698.82	
38	Space Availability Report	Per Premise			\$168.04	
39	Security Access / ID Cards	Per Five Cards			\$123.35	
40	Security Access / ID Cards/Expedite	Per Five Cards			\$203.35	
41	CAGE COMMON COSTS					
42	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)			\$5.29	
43	INTERCONNECTION COSTS:					
44	ILEC TO CLEC CONNECTION					
45	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)		\$3.86	\$156.02	
46	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)		\$3.86	\$156.02	
47	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)		\$295.42	\$3,105.79	
48	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)		\$6.07	\$486.89	
49	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)		\$115.30	\$1,809.40	
50	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)		\$5.69	\$116.67	
51	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)		\$3.76	\$495.49	
52	CLEC TO CLEC CONNECTION					
53	Cable Racking and Hole for Optical	Per Cable		\$0.82		
54	Cable Racking and Hole for DS1	Per Cable		\$0.57		
55	Cable Racking and Hole for DS3	Per Cable		\$0.50		
56	Route Design				\$424.88	
57	Connection for DS1	Per 28 Circuits (CLEC provides cable)		\$0.18		
58	Connection for DS3	Per Circuit (CLEC provides cable)		\$0.12		
59	Connection for Optical	Per Cable (CLEC provides cable)		\$0.31		
60	TIME SENSITIVE ACTIVITIES					
61	PRE-VISITS					
62	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour			\$23.23	
63	Comm. Tech - Craft	Per 1/4 Hour			\$19.60	
64	CO Manager - 1st Level	Per 1/4 Hour			\$19.72	
65	Floor Space Planning - 1st Level	Per 1/4 Hour			\$19.24	
66	CONSTRUCTION VISITS					
67	Project Manager - 1st Level	Per 1/4 Hour			\$19.24	
68	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour			\$23.23	
69	RSM Option					
70	Additional Dedicated HVAC Charge	per request			\$3,100.00	
71	Dedicated power Plant Floor Space	per request		\$394.00		
72						

SBC-13STATE
COLLOCATION RATE SUMMARY
April 14, 2004

13-STATE/BITWISE COMMUNICATIONS, INC.
EFFECTIVE DATE:

	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)
73	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
74	REAL ESTATE					
75	Site Conditioning	Per Sq. Ft. of space used by CLEC			\$9.28	
76	Safety & Security	Per Sq. Ft. of space used by CLEC			\$19.56	
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC		\$5.97		
78	COMMON SYSTEMS					
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC		\$0.44	\$59.86	
80	PLANNING					
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC		\$0.09	\$7.55	
82	Planning	Per Request			\$5,244.43	
83	Planning - Subsequent Inter. Cabling	Per Request			\$2,267.04	
84	Planning - Subsequent Power Cabling	Per Request			\$2,306.10	
85	Planning - Subs. Inter./Power Cabling	Per Request			\$2,884.60	
86	Planning - Non-Standard	Per Request			\$1,436.00	
87	POWER PROVISIONING					
88	Power Panel:					
89	50 Amp	Per Power Panel		\$15.77	\$3,079.47	
90	200 Amp	Per Power Panel		\$18.75	\$3,659.46	
91	Power Cable and Infrastructure:					
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds		\$7.74	\$1,570.84	
93	2-50 Amp Feeds	Per 2-50 Amp Power Feeds		\$9.57	\$1,954.85	
94	2-100 Amp Feeds	Per 2-100 Amp Power Feeds		\$11.39	\$2,344.44	
95	Equipment Grounding:					
96	Ground Cable Placement	Per Sq. Ft. of space used by CLEC		\$0.03	\$0.92	
97	DC POWER AMPERAGE CHARGE					
98	HVAC	Per 10 Amps		\$14.62		
99	Per Amp	Per Amp		\$10.61		
100	FIBER CABLE PLACEMENT					
101	Central Office:					
102	Fiber Cable	Per Fiber Cable Sheath		\$4.85	\$1,619.88	
103	Entrance Conduit to Vault	Per Fiber Cable Sheath		\$8.76		
104	MISCELLANEOUS & OPTIONAL COST:					
105	MISCELLANEOUS COSTS					
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		\$0.08	\$14.81	
107	Bits Timing	Per two circuits		\$3.58	\$698.82	
108	Space Availability Report	Per Premise			\$168.04	
109	Security Access / ID Cards	Per Five Cards			\$123.35	
110	Security Access / ID Cards/Expedite	Per Five Cards			\$203.35	
111	CAGE COMMON COSTS					
112	Cage Preparation	Per Sq. Ft. of space used by CLEC		\$0.27	\$19.70	
113	INTERCONNECTION COSTS:					
114	ILEC TO CLEC CONNECTION					
115	Voice Grade Arrangement	100 Copper Pairs		\$4.92	\$1,027.16	
116	Voice Grade Arrangement	100 Shielded Pairs		\$4.92	\$1,027.16	
117	DS1 Arrangement - DCS	28 DS1		\$297.44	\$3,613.06	
118	DS1 Arrangement - DSX	28 DS1		\$9.79	\$1,346.48	
119	DS3 Arrangement - DCS	1 DS3		\$115.58	\$2,181.58	
120	DS3 Arrangement - DSX	1 DS3		\$7.14	\$603.89	
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)		\$6.55	\$1,779.78	
122	CLEC TO CLEC CONNECTION					
123	Cable Racking and Hole for Optical	Per Cable		\$0.82		
124	Cable Racking and Hole for DS1	Per Cable		\$0.57		
125	Cable Racking and Hole for DS3	Per Cable		\$0.50		
126	Route Design				\$424.88	
127	Connection for DS1	Per 28 Circuits		\$1.41	\$982.35	
128	Connection for DS3	Per Circuit		\$1.30	\$433.86	
129	Connection for Optical (Fiber)	Per Cable		\$1.38	\$1,404.07	
130	TIME SENSITIVE ACTIVITIES					
131	PRE-VISITS					
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour			\$23.23	
133	Comm. Tech - Craft	Per 1/4 Hour			\$19.60	
134	CO Manager - 1st Level	Per 1/4 Hour			\$19.72	
135	Floor Space Planning - 1st Level	Per 1/4 Hour			\$19.24	
136	CONSTRUCTION VISITS					
137	Project Manager - 1st Level	Per 1/4 Hour			\$19.24	
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour			\$23.23	
139	RSM Option					
140	Additional Dedicated HVAC Charge	Per Request			\$3,100.00	
141	Dedicated power Plant Floor Space	Per Request		\$394.00		
142						

SBC-13STATE
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13-STATE/BITWISE COMMUNICATIONS, INC.
EFFECTIVE DATE:

	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)
	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
143	REAL ESTATE					
144						
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)			\$92.81	
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)			\$195.57	
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)		\$64.21		
148	COMMON SYSTEMS					
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)		\$9.35	\$760.45	
150	PLANNING					
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)		\$1.13	\$75.54	
152	Planning	Per Request			\$4,601.93	
153	Planning - Subsequent Inter. Cabling	Per Request			\$2,267.04	
154	Planning - Subsequent Power Cabling	Per Request			\$2,306.10	
155	Planning - Subs. Inter./Power Cabling	Per Request			\$2,884.60	
156	Planning - Non-Standard	Per Request			\$1,436.00	
157	POWER PROVISIONING					
158	Power Panel:					
159	50 Amp	Per Power Panel (CLEC Provided)				
160	200 Amp	Per Power Panel (CLEC Provided)				
161	Power Cable and Infrastructure:					
162	Power Cable Rack	Per Four Power Cables or Quad				
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)		0.25	48.23	
164	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)		0.25	48.23	
165	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)		0.25	48.23	
166	Equipment Grounding:					
167	Ground Cable Placement	Per Frame		\$0.33	\$15.32	
168	DC POWER AMPERAGE CHARGE					
169	HVAC	Per 10 Amps		\$14.62		
170	Per Amp	Per Amp		\$10.61		
171	CEV, HUT & Cabinets	Per 2 inch mounting space		\$1.27		
172	FIBER CABLE PLACEMENT					
173	Central Office:					
174	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)		\$4.85	\$809.13	
175	Entrance Conduit	Per Fiber Cable Sheath		\$8.76		
176	CEV, HUT & Cabinets:					
177	Fiber Cable Placement	Per Fiber Cable Sheath			\$53.58	
178	Entrance Conduit	Per Fiber Cable Sheath		\$2.61		
179	MISCELLANEOUS & OPTIONAL COST:					
180	MISCELLANEOUS COSTS					
181	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		\$0.08	\$14.81	
182	Bits Timing	Per two circuits		\$3.58	\$698.82	
183	Space Availability Report	Per Premise			\$168.04	
184	Security Access / ID Cards	Per Five Cards			\$123.35	
185	Security Access / ID Cards/Expedite	Per Five Cards			\$203.35	
186	CAGELESS / POT BAY OPTIONS					
187	Standard Equipment Bay	Each (CLEC Provided)				
188	Non-Standard Cabinet Bay	Each (CLEC Provided)				
189	VF/DS0 Termination Panel	Each (CLEC Provided)				
190	VF/DS0 Termination Module	Each (CLEC Provided)				
191	DDP-1 Panel	Each (CLEC Provided)				
192	DDP-1 Jack Access Card	Each (CLEC Provided)				
193	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)				
194	DS3 Interconnect Module	Each (CLEC Provided)				
195	Fiber Optic Splitter Panel	Each (CLEC Provided)				
196	Fiber Termination Dual Module	Each (CLEC Provided)				
197	CEV, HUT, CABINET					
198	24 Foot CEV	2 Inch Mounting Space		\$1.64		
199	16 Foot CEV	2 Inch Mounting Space		\$1.77		
200	Maxi-Hut	2 Inch Mounting Space		\$0.77		
201	Mini-Hut	2 Inch Mounting Space		\$1.33		
202	Large Cabinet	2 Inch Mounting Space		\$1.63		
203	Medium Cabinet	2 Inch Mounting Space		\$2.19		
204	Small Cabinet	2 Inch Mounting Space		\$3.29		
205	INTERCONNECTION COSTS:					
206	ILEC TO CLEC CONNECTION					
207	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)		\$3.86	\$156.02	
208	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)		\$3.86	\$156.02	
209	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)		\$295.42	\$3,105.79	
210	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)		\$6.07	\$486.89	
211	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)		\$115.30	\$1,809.40	
212	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)		\$5.69	\$116.67	
213	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)		\$3.76	\$495.49	

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13-STATE/BITWISE COMMUNICATIONS, INC.
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	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)
214	CLEC TO CLEC CONNECTION					
215	Cable Racking and Hole for Optical	Per Cable		\$0.82		
216	Cable Racking and Hole for DS1	Per Cable		\$0.57		
217	Cable Racking and Hole for DS3	Per Cable		\$0.50		
218	Route Design				\$424.88	
219	Connection for DS1	Per 28 Circuits (CLEC provides cable)		\$0.18	\$0.00	
220	Connection for DS3	Per Circuit (CLEC provides cable)		\$0.12	\$0.00	
221	Connection for Optical	Per Cable (CLEC provides cable)		\$0.31	\$0.00	
222	PROJECT MANAGEMENT					
223	CEV, HUT & CABINET					
224	Project Coordination	Per CLEC Application			\$631.17	
225	TIME SENSITIVE ACTIVITIES					
226	PRE-VISITS					
227	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour			\$23.23	
228	Comm. Tech - Craft	Per 1/4 Hour			\$19.60	
229	CO Manager - 1st Level	Per 1/4 Hour			\$19.72	
230	Floor Space Planning - 1st Level	Per 1/4 Hour			\$19.24	
231	CONSTRUCTION VISITS					
232	Project Manager - 1st Level	Per 1/4 Hour			\$19.24	
233	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour			\$23.23	
234						
235	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
236	REAL ESTATE					
237	Site Conditioning	Per Frame (Standard Bay=10 sq ft)			\$92.81	
238	Safety & Security	Per Frame (Standard Bay=10 sq ft)			\$195.57	
239	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)		\$64.21		
240	COMMON SYSTEMS					
241	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)		\$9.35	\$760.45	
242	PLANNING					
243	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)		\$1.13	\$75.54	
244	Planning	Per Request			\$4,601.93	
245	Planning - Subsequent Inter. Cabling	Per Request			\$2,267.04	
246	Planning - Subsequent Power Cabling	Per Request			\$2,306.10	
247	Planning - Subs. Inter./Power Cabling	Per Request			\$2,884.60	
248	Planning - Non-Standard	Per Request			\$1,436.00	
249	POWER PROVISIONING					
250	Power Panel:					
251	50 Amp	Per Power Panel		\$15.77	\$3,079.47	
252	200 Amp	Per Power Panel		\$18.75	\$3,659.46	
253	Power Cable and Infrastructure:					
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds		\$7.74	\$2,262.52	
255	2-50 Amp Feeds	Per 2-50 Amp Power Feeds		\$9.57	\$2,749.10	
256	2-100 Amp Feeds	Per 2-100 Amp Power Feeds		\$11.39	\$3,236.32	
257	Equipment Grounding:					
258	Ground Cable Placement	Per Frame		\$0.33	\$15.32	
259	DC POWER AMPERAGE CHARGE					
260	HVAC	Per 10 Amps		\$14.62		
261	Per Amp			\$10.61		
262	CEV, HUT & Cabinets	Per 2 inch mounting space		\$1.27		
263	FIBER CABLE PLACEMENT					
264	Central Office:					
265	Fiber Cable	Per Fiber Cable Sheath		\$4.85	\$1,619.88	
266	Entrance Conduit	Per Fiber Cable Sheath		\$8.76		
267	CEV, HUT & Cabinets:					
268	Fiber Cable Placement	Per Fiber Cable Sheath			\$53.58	
269	Entrance Conduit	Per Fiber Cable Sheath		\$2.61		
270	MISCELLANEOUS & OPTIONAL COST:					
271	MISCELLANEOUS COSTS					
272	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		\$0.08	\$14.81	
273	Bits Timing	Per two circuits		\$3.58	\$698.82	
274	Space Availability Report	Per Premise			\$168.04	
275	Security Access / ID Cards	Per Five Cards			\$123.35	
276	Security Access / ID Cards/Expedite	Per Five Cards			\$203.35	
277	CAGELESS / POT BAY OPTIONS					
278	Standard Equipment Bay	Each		\$8.89	\$721.28	
279	Non-Standard Cabinet Bay	Each		\$17.78	\$3,470.81	
280	VF/DS0 Termination Panel/Module	Each		\$3.10	\$605.64	
281	DDP-1 Panel/Jack Access Card	Each		\$8.08	\$1,576.65	
282	DS3/STS-1 Interconnect Panel	Each		\$2.38	\$465.47	
283	DS3 Interconnect Module	Each		\$0.45	\$87.35	
284	Fiber Optic Splitter Panel	Each		\$1.52	\$297.00	
285	Fiber Termination Dual Module	Each		\$1.37	\$267.88	

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	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)
286	CEV, HUT, CABINET					
287	24 Foot CEV	2 Inch Mounting Space		\$1.64		
288	16 Foot CEV	2 Inch Mounting Space		\$1.77		
289	Maxi-Hut	2 Inch Mounting Space		\$0.77		
290	Mini-Hut	2 Inch Mounting Space		\$1.33		
291	Large Cabinet	2 Inch Mounting Space		\$1.63		
292	Medium Cabinet	2 Inch Mounting Space		\$2.19		
293	Small Cabinet	2 Inch Mounting Space		\$3.29		
294	INTERCONNECTION COSTS:					
295	ILEC TO CLEC CONNECTION					
296	Voice Grade Arrangement	100 Copper Pairs		\$4.92	\$1,027.16	
297	Voice Grade Arrangement	100 Shielded Pairs		\$4.92	\$1,027.16	
298	DS1 Arrangement - DCS	28 DS1		\$297.44	\$3,613.06	
299	DS1 Arrangement - DSX	28 DS1		\$9.79	\$1,346.48	
300	DS3 Arrangement - DCS	1 DS3		\$115.58	\$2,181.58	
301	DS3 Arrangement - DSX	1 DS3		\$7.14	\$603.89	
302	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)		\$6.55	\$1,779.78	
303	CLEC TO CLEC CONNECTION					
304	Cable Racking and Hole for Optical	Per Cable		\$0.82		
305	Cable Racking and Hole for DS1	Per Cable		\$0.57		
306	Cable Racking and Hole for DS3	Per Cable		\$0.50		
307	Route Design				\$424.88	
308	Connection for DS1	Per 28 Circuits		\$1.41	\$982.35	
309	Connection for DS3	Per Circuit		\$1.30	\$433.86	
310	Connection for Optical (Fiber)	Per Cable		\$1.38	\$1,404.07	
311	PROJECT MANAGEMENT					
312	CEV, HUT & CABINET					
313	Project Coordination	Per CLEC Application			\$631.17	
314	TIME SENSITIVE ACTIVITIES					
315	PRE-VISITS					
316	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour			\$23.23	
317	Comm. Tech - Craft	Per 1/4 Hour			\$19.60	
318	CO Manager - 1st Level	Per 1/4 Hour			\$19.72	
319	Floor Space Planning - 1st Level	Per 1/4 Hour			\$19.24	
320	CONSTRUCTION VISITS					
321	Project Manager - 1st Level	Per 1/4 Hour			\$19.24	
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour			\$23.23	
323						
324	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
325	REAL ESTATE					
326	Site Conditioning	Per Frame (Standard Bay=10 sq ft)			\$92.81	
327	Safety & Security	Per Frame (Standard Bay=10 sq ft)			\$195.57	
328	Floor Space Usage	Per Linear Foot		\$24.87		
329	COMMON SYSTEMS					
330	Common Systems - Common	Per Linear Foot		\$3.62	\$294.37	
331	PLANNING					
332	Planning - Central Office	Per Linear Foot		\$0.44	\$29.24	
333	Planning	Per Request			\$4,601.93	
334	Planning - Subsequent Inter. Cabling	Per Request			\$2,267.04	
335	Planning - Subsequent Power Cabling	Per Request			\$2,306.10	
336	Planning - Subs. Inter./Power Cabling	Per Request			\$2,884.60	
337	Planning - Non-Standard	Per Request			\$1,436.00	
338	POWER PROVISIONING					
339	Power Panel:					
340	50 Amp	Per Power Panel (CLEC provides)				
341	200 Amp	Per Power Panel (CLEC provides)				
342	Power Cable and Infrastructure:					
343	Power Cable Rack	Per Four Power Cables or Quad				
344	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)		\$0.25	\$48.23	
345	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)		\$0.25	\$48.23	
346	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)		\$0.25	\$48.23	
347	Equipment Grounding:					
348	Ground Cable Placement	Per Linear Foot		\$0.13	\$5.93	
349	DC POWER AMPERAGE CHARGE					
350	HVAC	Per 10 Amps		\$14.62		
351	Per Amp	Per Amp		\$10.61		
352	FIBER CABLE PLACEMENT					
353	Central Office:					
354	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)		\$4.85	\$809.13	
355	Entrance Conduit	Per Fiber Cable Sheath		\$8.76		

SBC-13STATE
COLLOCATION RATE SUMMARY
April 14, 2004

13-STATE/BITWISE COMMUNICATIONS, INC.
EFFECTIVE DATE:

	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)
356	MISCELLANEOUS & OPTIONAL COST:					
357	MISCELLANEOUS COSTS					
358	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		\$0.08	\$14.81	
359	Bits Timing	Per two circuits		\$3.58	\$698.82	
360	Space Availability Report	Per Premise			\$168.04	
361	Security Access / ID Cards	Per Five Cards			\$123.35	
362	Security Access / ID Cards/Expedite	Per Five Cards			\$203.35	
363	CAGE COMMON COSTS					
364	Cage Preparation	Per Linear Foot		\$1.00	\$157.00	
365	INTERCONNECTION COSTS:					
366	ILEC TO CLEC CONNECTION					
367	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)		\$3.86	\$156.02	
368	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)		\$3.86	\$156.02	
369	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)		\$295.42	\$3,105.79	
370	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)		\$6.07	\$486.89	
371	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)		\$115.30	\$1,809.40	
372	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)		\$5.69	\$116.67	
373	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)		\$3.76	\$495.49	
374	RSM Option					
375	Additional Dedicated HVAC Charge	per request			\$3,100.00	
376	Dedicated power Plant Floor Space	per request		\$394.00		
377						
378	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
379	REAL ESTATE					
380	Site Conditioning	Per Bay			\$92.81	
381	Safety & Security	Per Frame			\$195.57	
382	Floor Space Usage	Per Linear Foot		\$24.87		
383	COMMON SYSTEMS					
384	Common Systems - Common	Per Linear Foot		\$3.62	\$294.37	
385	PLANNING					
386	Planning - Central Office	Per Linear Foot		\$0.44	\$29.24	
387	Planning	Per Request			\$4,601.93	
388	Planning - Subsequent Inter. Cabling	Per Request			\$2,267.04	
389	Planning - Subsequent Power Cabling	Per Request			\$2,306.10	
390	Planning - Subs. Inter./Power Cabling	Per Request			\$2,884.60	
391	Planning - Non-Standard	Per Request			\$1,436.00	
392	POWER PROVISIONING					
393	Power Panel:					
394	50 Amp	Per Power Panel		\$15.77	\$3,079.47	
395	200 Amp	Per Power Panel		\$18.75	\$3,659.46	
396	Power Cable and Infrastructure:					
397	2-20 Amp Feeds	Per 2-20 Amp Power Feeds		\$7.74	\$1,570.84	
398	2-50 Amp Feeds	Per 2-50 Amp Power Feeds		\$9.57	\$1,954.85	
399	2-100 Amp Feeds	Per 2-100 Amp Power Feeds		\$11.39	\$2,344.44	
400	Equipment Grounding:					
401	Ground Cable Placement	Per Linear Foot		\$0.13	\$5.93	
402	DC POWER AMPERAGE CHARGE					
403	HVAC	Per 10 Amps		\$14.62		
404	Per Amp	Per Amp		\$10.61		
405	FIBER CABLE PLACEMENT					
406	Central Office:					
407	Fiber Cable	Per Fiber Cable Sheath		\$4.85	\$1,619.88	
408	Entrance Conduit	Per Fiber Cable Sheath		\$8.76		
409	MISCELLANEOUS & OPTIONAL COST:					
410	MISCELLANEOUS COSTS					
411	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		\$0.08	\$14.81	
412	Bits Timing	Per two circuits		\$3.58	\$698.82	
413	Space Availability Report	Per Premise			\$168.04	
414	Security Access / ID Cards	Per Five Cards			\$123.35	
415	Security Access / ID Cards/Expedite	Per Five Cards			\$203.35	
416	CAGE COMMON COSTS					
417	Cage Preparation	Per Linear Foot		\$1.00	\$157.00	
418	INTERCONNECTION COSTS:					
419	ILEC TO CLEC CONNECTION					
420	Voice Grade Arrangement	100 Copper Pairs		\$4.92	\$1,027.16	
421	Voice Grade Arrangement	100 Shielded Pairs		\$4.92	\$1,027.16	
422	DS1 Arrangement - DCS	28 DS1		\$297.44	\$3,613.06	
423	DS1 Arrangement - DSX	28 DS1		\$9.79	\$1,346.48	
424	DS3 Arrangement - DCS	1 DS3		\$115.58	\$2,181.58	
425	DS3 Arrangement - DSX	1 DS3		\$7.14	\$603.89	
426	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)		\$6.55	\$1,779.78	

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1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
427	RSM Option					
428	Additional Dedicated HVAC Charge	Per Request			\$3,100.00	
429	Dedicated power Plant Floor Space	Per Request		\$394.00		
430						
	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
431						
432	REAL ESTATE					
433	Site Conditioning	Per Frame			\$92.81	
434	Safety & Security	Per Frame			\$195.57	
435	Floor Space Usage	Per Frame		\$28.91		
436	COMMON SYSTEMS					
437	Common Systems - Standard	Per Frame		\$10.75		
438	Common Systems - Non-Standard	Per Cabinet		\$19.36		
439	PLANNING					
440	Planning	Per Request			\$5,555.76	
441	Planning - Subsequent Inter. Cabling	Per Request			\$2,224.49	
442	Planning - Subsequent Power Cabling	Per Request			\$2,303.84	
443	Planning - Subs. Inter./Power Cabling	Per Request			\$2,882.61	
444	POWER PROVISIONING					
445	Power Cable and Infrastructure:					
446	Power Cable Rack	Per Four Power Cables or Quad				
447	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)		\$0.52		
448	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)		\$0.52		
449	Equipment Grounding:					
450	Ground Cable Placement	Per Frame		\$0.36		
451	DC POWER AMPERAGE CHARGE					
452	HVAC	Per 10 Amps		\$14.62		
453	Per Amp	Per Amp		\$10.61		
454	CEV, HUT & Cabinets	Per 2 inch mounting space		\$1.27		
455	FIBER CABLE PLACEMENT					
456	Central Office:					
457	Fiber Cable	Per Fiber Cable Sheath		\$11.01	\$1,971.42	
458	Entrance Conduit	Per Fiber Cable Sheath		\$8.17		
459	CEV, HUT & Cabinets:					
460	Fiber Cable Placement	Per Fiber Cable Sheath			\$53.58	
461	Entrance Conduit	Per Fiber Cable Sheath		\$2.61		
462	MISCELLANEOUS & OPTIONAL COST:					
463	MISCELLANEOUS COSTS					
464	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		\$0.08	\$14.81	
465	Bits Timing	Per two circuits		\$3.58	\$698.82	
466	VIRTUAL FRAME OPTIONS					
467	Standard Equipment Bay	Each (CLEC Provided)		\$0.00		
468	CEV, HUT, CABINET					
469	24 Foot CEV	2 Inch Mounting Space		\$1.64		
470	16 Foot CEV	2 Inch Mounting Space		\$1.77		
471	Maxi-Hut	2 Inch Mounting Space		\$0.77		
472	Mini-Hut	2 Inch Mounting Space		\$1.33		
473	Large Cabinet	2 Inch Mounting Space		\$1.63		
474	Medium Cabinet	2 Inch Mounting Space		\$2.19		
475	Small Cabinet	2 Inch Mounting Space		\$3.29		
476	INTERCONNECTION COSTS:					
477	ILEC TO CLEC CONNECTION					
478	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)		\$3.86	\$225.02	
479	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)		\$3.86	\$225.02	
480	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)		\$295.42	\$3,496.22	
481	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)		\$6.07	\$651.13	
482	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)		\$115.30	\$2,186.12	
483	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)		\$5.69	\$204.42	
484	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)		\$10.47	\$152.71	
485	VIRTUAL TO VIRTUAL CONNECTION					
486	Cable Racking and Hole for Optical	Per Cable		\$0.90		
487	Cable Racking and Hole for DS1	Per Cable		\$0.49		
488	Cable Racking and Hole for DS3	Per Cable		\$0.35		
489	Route Design				\$463.36	
490	Connection for DS1	Per 28 Circuits (CLEC provides cable)		\$0.41	\$0.00	
491	Connection for DS3	Per Circuit (CLEC provides cable)		\$0.27	\$0.00	
492	Connection for Optical	Per Cable (CLEC provides cable)		\$0.81	\$0.00	
493	PROJECT MANAGEMENT					
494	CEV, HUT & CABINET					
495	Project Coordination	Per CLEC Application Augment			\$631.17	

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	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)
496	EQUIPMENT MAINTENANCE AND					
497	SECURITY ESCORT					
497	CENTRAL OFFICE TYPE					
498	Staffed CO During Normal Business Hours	Per 1/4 Hour			\$15.15	
499	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial			\$242.35	
500	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional			\$15.15	
501	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour			\$15.15	
502	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial			\$242.35	
503	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional			\$15.15	
504	CEV, HUT & CABINET					
505	Per Visit	4 Hour Minium - Initial			\$242.35	
506	Per Visit	Per 1/4 Hour - Additional			\$15.15	
507	ADDITIONAL LABOR ELEMENTS					
508	TRAINING					
509	Communications Tech	Per 1/2 Hour			\$39.21	
510	CO Manager	Per 1/2 Hour			\$39.45	
511	Power Engineer	Per 1/2 Hour			\$38.47	
512	Equipment Engineer	Per 1/2 Hour			\$38.47	
513	EQUIPMENT EVALUATION COST					
514	Equipment Engineer	Per 1/2 Hour			\$38.47	
515	TEST AND ACCEPTANCE					
516	Communications Tech	Per 1/2 Hour			\$39.21	
517						
518	SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
519	REAL ESTATE					
520	Site Conditioning	Per Frame			\$92.81	
521	Safety & Security	Per Frame			\$195.57	
522	Floor Space Usage	Per Frame		\$28.91		
523	COMMON SYSTEMS					
524	Common Systems - Standard	Per Frame		\$10.75		
525	Common Systems - Non-Standard	Per Frame		\$19.36		
526	PLANNING					
527	Planning	Per Request			\$5,555.76	
528	Planning - Subsequent Inter. Cabling	Per Request			\$2,224.49	
529	Planning - Subsequent Power Cabling	Per Request			\$2,303.84	
530	Planning - Subs. Inter./Power Cabling	Per Request			\$2,882.61	
531	POWER PROVISIONING					
532	Power Cable and Infrastructure:					
533	2-20 Amp Feeds	Per 2-20 Amp Power Feeds		\$7.74	\$1,570.84	
534	2-50 Amp Feeds	Per 2-50 Amp Power Feeds		\$9.57	\$1,954.85	
535	Equipment Grounding:					
536	Ground Cable Placement	Per Frame		\$0.36		
537	DC POWER AMPERAGE CHARGE					
538	HVAC	Per 10 Amps		\$14.62		
539	Per Amp	Per Amp		\$10.61		
540	CEV, HUT & Cabinets	Per 2 inch mounting space		\$1.27		
541	FIBER CABLE PLACEMENT					
542	Central Office:					
543	Fiber Cable	Per Fiber Cable Sheath		\$11.01	\$1,971.42	
544	Entrance Conduit	Per Fiber Cable Sheath		\$8.17		
545	CEV, HUT & Cabinets:					
546	Fiber Cable Placement	Per Fiber Cable Sheath			\$53.58	
547	Entrance Conduit	Per Fiber Cable Sheath		\$2.61		
548	MISCELLANEOUS & OPTIONAL COST:					
549	MISCELLANEOUS COSTS					
550	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		\$0.08	\$14.81	
551	Bits Timing	Per two circuits		\$3.58	\$698.82	
552	VIRTUAL FRAME OPTIONS					
553	Standard Equipment Bay	Each		\$22.19		
554	CEV, HUT, CABINET					
555	24 Foot CEV	2 Inch Mounting Space		\$1.64		
556	16 Foot CEV	2 Inch Mounting Space		\$1.77		
557	Maxi-Hut	2 Inch Mounting Space		\$0.77		
558	Mini-Hut	2 Inch Mounting Space		\$1.33		
559	Large Cabinet	2 Inch Mounting Space		\$1.63		
560	Medium Cabinet	2 Inch Mounting Space		\$2.19		
561	Small Cabinet	2 Inch Mounting Space		\$3.29		

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13-STATE/BITWISE COMMUNICATIONS, INC.
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	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)
562	INTERCONNECTION COSTS:					
563	ILEC TO CLEC CONNECTION					
564	Voice Grade Arrangement	100 Copper Pairs		\$4.94	\$1,481.37	
565	Voice Grade Arrangement	100 Shielded Pairs		\$4.94	\$1,481.37	
566	DS1 Arrangement - DCS	28 DS1		\$297.44	\$4,067.27	
567	DS1 Arrangement - DSX	28 DS1		\$9.79	\$1,800.69	
568	DS3 Arrangement - DCS	1 DS3		\$115.59	\$2,635.79	
569	DS3 Arrangement - DSX	1 DS3		\$7.14	\$1,058.10	
570	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)		\$6.55	\$1,996.19	
571	VIRTUAL TO VIRTUAL CONNECTION					
572	Cable Racking and Hole for Optical	Per Cable		\$0.90		
573	Cable Racking and Hole for DS1	Per Cable		\$0.49		
574	Cable Racking and Hole for DS3	Per Cable		\$0.35		
575	Route Design				\$463.36	
576	Connection for DS1	Per 28 Circuits		\$3.34	\$930.53	
577	Connection for DS3	Per Circuit		\$3.26	\$706.77	
578	Connection for Optical	Per Cable		\$3.32	\$1,095.09	
579	PROJECT MANAGEMENT					
580	CEV, HUT & CABINET					
581	Project Coordination	Per CLEC Application Augment			\$631.17	
582	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
583	CENTRAL OFFICE TYPE					
584	Staffed CO During Normal Business Hours	Per 1/4 Hour			\$15.15	
585	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial			\$242.35	
586	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional			\$15.15	
587	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour			\$15.15	
588	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial			\$242.35	
589	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional			\$15.15	
590	CEV, HUT & CABINET					
591	Per Visit	4 Hour Minium - Initial			\$242.35	
592	Per Visit	Per 1/4 Hour - Additional			\$15.15	
593	ADDITIONAL LABOR ELEMENTS					
594	TRAINING					
595	Communications Tech	Per 1/2 Hour			\$39.21	
596	CO Manager	Per 1/2 Hour			\$39.45	
597	Power Engineer	Per 1/2 Hour			\$38.47	
598	Equipment Engineer	Per 1/2 Hour			\$38.47	
599	EQUIPMENT EVALUATION COST					
600	Equipment Engineer	Per 1/2 Hour			\$38.47	
601	TEST AND ACCEPTANCE					
602	Communications Tech	Per 1/2 Hour			\$39.21	
603						
604	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
605	PLANNING					
606	Planning - Initial	Per Request			\$9,268.73	
607	Planning - Subsequent	Per Request			\$1,606.77	
608	REAL ESTATE					
609	Land Rental	Per Square Foot		\$0.44		
610	POWER PROVISIONING					
611	Power Cable and Infrastructure:					
612	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)				
613	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)				
614	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)				
615	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)				
616	AC Service:					
617	Extension of 100 Amp AC Service (Opt.)	Per Request			\$6,447.00	
618	AC Usage	Per KWH		\$0.05		
619	DC POWER AMPERAGE CHARGE					
620	Per Amp	Per Amp		\$10.61		

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	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)
621	FIBER CABLE PLACEMENT					
622	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)		\$2.13	\$488.48	
623	Entrance Fiber Racking	Per Rack/Conduit Duct		\$1.55		
624	CABLE RACK					
625	DC Power Cable Rack	Per Rack		\$13.64	\$2,667.22	
626	Fiber Cable Rack	Per Rack		\$20.63		
627	Interconnection Arrangement (Copper) Racking	Per Rack		\$30.63		
628	CONDUIT PLACEMENT					
629	DC Power Cable Rack	Per Rack			\$7,386.71	
630	Fiber Cable Rack	Per Rack			\$4,711.89	
631	Interconnection Arrangement (Copper) Racking	Per Rack			\$5,545.50	
632	INTERCONNECTION COSTS:					
633	ILEC TO CLEC CONNECTION					
634	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)		\$3.86	\$156.02	
635	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)		\$3.86	\$156.02	
636	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)		\$295.42	\$3,105.79	
637	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)		\$6.07	\$486.89	
638	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)		\$115.30	\$1,809.40	
639	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)		\$5.69	\$116.67	
640	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)		\$3.76	\$495.49	
641						
642	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
643	PLANNING					
644	Planning - Initial	Per Request			\$9,268.73	
645	Planning - Subsequent	Per Request			\$1,606.77	
646	REAL ESTATE					
647	Land Rental	Per Square Foot		\$0.44		
648	POWER PROVISIONING					
649	Power Cable and Infrastructure:					
650	2-100 Amp Feeds	Per 2-100 Amp Power Feeds		\$13.84	\$7,853.86	
651	2-200 Amp Feeds	Per 2-200 Amp Power Feeds		\$13.84	\$14,584.00	
652	2-300 Amp Feeds	Per 2-300 Amp Power Feeds		\$13.84	\$20,338.00	
653	2-400 Amp Feeds	Per 2-400 Amp Power Feeds		\$13.84	\$28,143.00	
654	AC Service:					
655	Extension of 100 Amp AC Service (Opt.)	Per Request			\$6,447.00	
656	AC Usage	Per KWH		\$0.05		
657	DC POWER AMPERAGE CHARGE					
658	Per Amp	Per Amp		\$10.61		
659	FIBER CABLE PLACEMENT					
660	Fiber Installation	Per Fiber Cable Sheath		\$2.13	\$976.96	
661	Entrance Fiber Racking	Per Rack/Conduit Duct		\$1.55		
662	CABLE RACK					
663	DC Power Cable Rack	Per Rack		\$13.64	\$2,667.22	
664	Fiber Cable Rack	Per Rack		\$20.63		
665	Interconnection Arrangement (Copper) Racking	Per Rack		\$30.63		
666	CONDUIT PLACEMENT					
667	DC Power Cable Rack	Per 2-Duct			\$7,386.71	
668	Fiber Cable Rack	Per 1-Duct			\$4,711.89	
669	Interconnection Arrangement (Copper) Racking	Per 2-Duct			\$5,545.50	
670	INTERCONNECTION COSTS:					
671	ILEC TO CLEC CONNECTION					
672	Voice Grade Arrangement	100 Copper Pairs		\$6.19	\$1,371.93	
673	Voice Grade Arrangement	100 Shielded Pairs		\$6.19	\$1,371.93	
674	DS1 Arrangement - DCS	28 DS1		\$439.98	\$2,341.45	
675	DS1 Arrangement - DSX	28 DS1		\$35.04	\$2,341.45	
676	DS3 Arrangement - DCS	1 DS3		\$242.36	\$598.33	
677	DS3 Arrangement - DSX	1 DS3		\$12.36	\$598.33	
678	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)		\$8.25	\$3,751.22	
679						
680	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE					
681	PLANNING					
682	Planning	Per Request			\$1,254.32	
683	CONDUIT					
684	Conduit Space	Per Innerduct		\$1.17		

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	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)
685	INTERCONNECTION COSTS:					
686	ILEC TO CLEC CONNECTION					
687	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)		\$311.43		
688	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)		\$439.96		
689	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)		\$35.03		
690	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)		\$311.43		
691	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)		\$9.02		
692						
693	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE					
694	PLANNING					
695	Planning	Per Request			\$1,254.32	
696	CONDUIT					
697	Conduit Space	Per Innerduct		\$1.17		
698	INTERCONNECTION COSTS:					
699	ILEC TO CLEC CONNECTION					
700	Voice Grade/DS0 Arrangement	900 DS0		\$311.43	\$485.31	
701	DS1 Arrangement - DCS	28 DS1		\$439.96	\$1,830.99	
702	DS1 Arrangement - DSX	28 DS1		\$35.03	\$1,830.99	
703	DS1 Arrangement - MDF	450 DS1		\$311.43	\$485.31	
704	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)		\$9.02	\$3,370.20	

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
BITWISE COMMUNICATIONS, INC.**

The Interconnection Agreement ("the Agreement") by and between Illinois Bell Telephone Company d/b/a SBC Illinois¹ ("SBC Illinois") and BitWise Communications, Inc. ("CLEC") is hereby amended as follows:

1. Revised Price Schedule – Emergency Number Service Access which is attached hereto.
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
3. 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 and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Illinois shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Illinois has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Illinois in which this Agreement is effective, and the Parties have

¹ Illinois Bell Telephone Company (previously referred to as "Illinois Bell"), is a wholly-owned subsidiary of Ameritech Corporation and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications- Inc.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 29th day of Nov, 2004, by Illinois Bell Telephone Company d/b/a SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

BitWise Communications, Inc.

Illinois Bell Telephone Company d/b/a SBC Illinois by
SBC Telecommunications, Inc., its authorized agent

By: [Signature]

By: [Signature]

Name: Michael Shuler
(Print or Type)

Name: Kathy J. Wilkinson
(Print or Type)

Title: CEO
(Print or Type)

Title: For/ Senior Vice President -
Industry Markets & Diversified Businesses

Date: 11/11/04

Date: 11-22-2004

FACILITIES-BASED OCN # S800

ACNA ~~SBC~~ BIW

Illinois Bell Telephone Company
d/b/a SBC Illinois
October 18, 2004

PRICE SCHEDULE - EMERGENCY
NUMBER SERVICE ACCESS
SBC ILLINOIS/BITWISE COMMUNICATIONS, INC.

ILLINOIS	SBC	
	Recurring Monthly	Nonrecurring
Emergency Number Services Access**		
9-1-1 Selective Router Interconnection		
Digital DS1 Interface	\$ 198.11	\$ 706.64
Each DS0 Installed	NA	\$ 507.00
Analog Channel Interface	\$ 19.99	\$ 610.45
ANI/ALI/SR and Database Management		
Per 100 Records	\$ 3.53	\$ 713.33
Access Routing File (CD-ROM)	\$ 25.95	
9-1-1 Selective Router Switch Administration		
Per Selective Router	\$ 91.49	\$ 5,557.82

**ICC JUNE 9, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This ICC June 9, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC Illinois")¹ and BitWise Communications, Inc. ("CLEC").

WHEREAS, SBC Illinois and CLEC are parties to an interconnection agreement that was previously submitted to the Illinois Commerce Commission ("ICC") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the ICC issued an order ("Order") in Docket No. 02-0864, on June 9, 2004, approving certain Illinois-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order; and

WHEREAS, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
 - 2.1.2 Subject to Section 2.3, and except to the extent otherwise specified in Attachment A, the new rates and rate structures shall begin to apply on June 25, 2004.
- 2.2 This Amendment is provided as a means by which the Parties, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under ICC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.2 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the

¹Illinois Bell Telephone Company (previously referred to as "Illinois Bell") is a wholly-owned subsidiary of Ameritech Corporation that offers telecommunications services, and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

Agreement became effective between CLEC and SBC Illinois following ICC approval or, if absent such ICC approval, the date such Agreement is deemed approved by operation of law, or (ii) June 25, 2004. By way of example only and without limiting the foregoing, if CLEC adopted the Agreement (including, as applicable, this Amendment and any other amendment) ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i) after June 25, 2004, the rate changes implemented by this Amendment could only apply under that Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment and any other amendment) became effective between the Adopting CLEC and SBC Illinois following the ICC's order approving the adopting CLEC's Section 252(i) adoption or, if absent such ICC approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate changes could not in any manner apply retroactively prior to the Section 252(i) Effective Date.

- 2.4 To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement.

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the ICC under Section 252(e) of the Act or, absent such ICC approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the ICC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the ICC; provided, however, that failure to reach such mutually acceptable new provisions within ten (10) days after such suspension shall permit either party to terminate this Amendment upon five (5) days' written notice to the other.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 The Parties acknowledge and agree that this Amendment is the result of ICC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties also acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

- 6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, *et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21,

2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Section 6.3, SBC Illinois (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other ICC order (including the Illinois-specific requirements regarding wholesale subject matters addressed therein). SBC Illinois (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 7.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

BitWise Communications, Inc.

By: Marli Sparks

Printed: Marli Sparks

Title: VP Operations

Date: 5/12/05

FACILITIES-BASED OCN # 5800

ACNA BIW

Illinois Bell Telephone Company d/b/a SBC Illinois
by SBC Operations, Inc., its Authorized
Agent

By: Mike Auinbaur

Printed: Mike Auinbaur

Title: ARP-Local Interconnection Marketing

Date: 5.13.05

ILLINOIS TRO/TRRO ATTACHMENT

0.1 Definitions. The following definitions are applicable to this Attachment.

- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop and transport caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, the property is owned and/or leased by the same end-user customer, and the property is not separated by a public roadway.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.4 **Hybrid Loop** is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.5 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.6 Intentionally left blank.
- 0.1.7 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5), DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.8 **Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 1 Non-Impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(i) as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.9 **Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 2 non-impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 Wire Centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

- 0.1.10 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 Wire Centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.
- 0.1.11 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC's TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines." Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.
- 0.1.12 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.13 DS1 Loop. A "DS1 Loop", in accordance with Rule 51.319(a)(4), is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.14 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition the term "affiliate" is defined by 47 U.S.C. §153(1).
- 0.1.15 DS3 Loop. DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.
- 0.1.16 Dedicated Transport. Dedicated Transport in accordance with Rule 51.319(e) and (e)(1) includes SBC transmission facilities between wire centers or switches owned by SBC, or between wire centers or switches owned by SBC and switches owned by other telecommunications carriers, including, but not limited to, DS1-, DS3- and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

- 0.1.17 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other applicable law to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other applicable law, with one or more such wholesale facilities or services. “Commingling” means the act of commingling.
- 0.1.18 “Commingled Arrangement” means the arrangement created by Commingling.
- 0.1.19 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.20 Entrance Facilities. Entrance Facilities are defined as dedicated transport facilities that do not connect a pair of SBC wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with SBC’s networks.
- 0.1.21 ICC. ICC means the Illinois Commerce Commission.
- 0.1.22 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

1.0 TRO Affected Elements.

- 1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC’s TRO, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the TRO Reconsideration Orders as follows:
- (i) Intentionally left blank
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops). To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0;
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) packet switching, including routers and DSLAMs;
 - (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities except as provided for in Section 11.2 of this Attachment; and
 - (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
 - (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
 - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
 - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation of TRO Affected Elements - New Orders. SBC is not required to provide the TRO Affected Element(s) on an unbundled basis under Section 251, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement.

¹ Nothing herein is meant to indicate any agreement as to whether SBC is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s) under Section 251.

- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:

1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified TRO Facility"). For purposes of the Agreement and this Attachment, such Identified TRO Facilities shall be considered TRO Affected Elements.

1.3.2 For any Identified TRO Facility SBC shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either (i) request disconnection; (ii) submit a request for analogous access service; or (iii) identify and request another alternative service arrangement.

1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (i.e., does not include the re-use of Identified TRO Facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge will be the only applicable charge under the applicable Pricing Schedule and/or Tariff. SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Identified TRO Facility be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.3.2(i), above, and if CLEC and SBC have failed to reach agreement, under subparagraph 1.3.2(ii) or (iii), above, as to a substitute service arrangement or element, then SBC will convert the subject element(s), whether alone or in combination with or as part of any other arrangement, to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

- 1.5 The Parties' rights and obligations with respect to TRO Affected Elements under this Section 1.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements. To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.

- 2.1 In accordance with Rule 51.319(d)(2), SBC shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, in accordance with the following provisions:

- 2.1.1 SBC is not required to provide new ULS, either alone or in combination (as in with “UNE-P”) as an unbundled network element under Section 251 of the Act for non-Embedded Base customers. SBC shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) and orders issued by the ICC. The price for such ULS and UNE-P shall be SBC's tariffed and effective ULS and UNE-P rates as of June 25, 2004, plus one dollar. CLEC shall be fully liable to SBC to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment.
- 2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user. CLEC shall be entitled to initiate move orders and orders for additional UNE-P lines for Embedded Base customers.
- 2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that SBC has available and activated in the Local Circuit Switch.
- 2.1.1.3 In accordance with Rule 51.319(d)(4)(i), SBC shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act and in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.
- 2.1.2 SBC shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:
- (a) CLEC's disconnection or other discontinuance (except Suspend/Restore) of use of one or more of the ULS or UNE-P;
 - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
 - (c) March 11, 2006.
- 2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the ULS element to an alternative arrangement within 12 months of the effective date of the TRO Remand, i.e., March 11, 2006. CLEC and SBC agree to utilize the twelve-month transition period as set forth by the FCC in Paragraph 227 of the TRO Remand to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.
- 2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement in accordance with this ULS/UNE-P transition plan unless otherwise agreed to by the Parties.
- 2.1.3.2 SBC will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any

disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

2.1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge(s) will be the only non-recurring charge(s) that apply.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, SBC, without further notice or liability, will re-price such arrangements to market-based rates.

2.2 The provisions of this Section 2.0, apply and are operative with respect to SBC’s unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement.

2.3 The Parties’ rights and obligations with respect to TRO Remand Affected Elements under this Section 2.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 SBC is not required to provision the following new DS1, DS3, and Dark Fiber Loops, and Dedicated Transport as unbundled elements under Section 251, either alone or in a Section 251 combination except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), SBC is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis under Section 251.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any Building not served by (a) a wire center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the wire center exceeds both of these thresholds, no future DS1 Loop unbundling in accordance with Section 251 will be required of SBC in that wire center, except as otherwise set forth in this Attachment.

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as Section 251 unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(a)(5)(i) SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to DS3 Loops on an unbundled basis under Section 251 to any Building not served by (a) a wire center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the wire center exceeds both of these thresholds, no future Section 251 DS3 Loop unbundling will be required of SBC in that wire center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(a)(5)(ii), SBC is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as Section 251 unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to Section 251 DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire

centers as defined in Section 0.1.9 of this Attachment, no future Section 251 DS1 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to a CLEC more than ten unbundled DS1 Dedicated Transport circuits on each route on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Section 251 DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 Wire Centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Section 251 DS3 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to a CLEC more than twelve unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis under Section 251.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 Wire Centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Section 251 Dark Fiber Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 Loops and DS1 and DS3 Dedicated Transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2, the rates for the High-Capacity Loop and Transport Embedded Base arrangements (including dark fiber loop and transport arrangements), in accordance with Rule 51.319(a) and Rule 51.319(e), shall be SBC's tariffed and effective DS1 and DS3 loop, dedicated transport, and dark fiber loop and transport rates as of June 25, 2004, plus 15%. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where SBC is no longer required to provide Unbundled Loops and Transport pursuant to Section 251 as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport transition plan in Section 3.2 of this Attachment unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period.

3.2.2.1 SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption

should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

3.2.2.2 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge(s) and/or non-recurring charges, if any as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only non-recurring charge(s) that apply.

3.2.2.3 If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, SBC, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the Parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to SBC, SBC shall disconnect such arrangements that remain in place as of September 11, 2006.

3.3 The Parties’ rights and obligations with respect to TRO Remand Affected Elements under this Section 3.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 SBC has designated and posted to CLEC Online a list of wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as stated in Section 0.1.7 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as stated in Sections 0.1.8 and 0.1.9 have been met. SBC’s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by SBC’s wire center designation as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any Dark Fiber Transport arrangements affected by SBC’s wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the ICC has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.7, 0.1.8 or 0.1.9, then, prior to submitting an order for an unbundled a DS1/DS3 Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement at a wire center designated by SBC and posted to CLEC Online, CLEC shall perform a reasonably diligent inquiry to determine, to the best of CLEC’s knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.7, 0.1.8 or 0.1.9 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC wire center non-impairment designation, the CLEC will provide a self-certification to SBC identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of Non-Impaired Wire Centers compiled by SBC as creating a presumption that a wire center is not impaired.

CLEC may self-certify by sending written notification to SBC using letter, facsimile or e-mail. In the event that the CLEC issues a self-certification to SBC where SBC has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and SBC must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC shall provision the requested facilities in accordance with CLEC's order and within SBC's standard ordering interval applicable to such facilities. If SBC in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, SBC will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

4.1.1 The parties recognize that wire centers that SBC had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005 may meet those thresholds in the future. In the event that a wire center that was not designated by SBC as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, SBC may add the wire center to the list of designated wire centers and the Parties will use the following process:

4.1.1.1 SBC may update the wire center list as changes occur.

4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

4.1.1.3 SBC will continue to accept CLEC orders for newly-designated DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

4.1.1.4 In the event the CLEC disagrees with SBC's determination, and desires not to have the applicable established DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to SBC.

4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against SBC's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/DS3 Loops is within 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 18 months. All such transitional periods apply from the date of the issuance of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. DS1 Loops will continue to be provisioned for a period of 12 months from the date of the Accessible Letter for existing customers. SBC shall continue to provide access to DS1 Loops to CLEC for applicable established customer service in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance of use of DS1/DS3 Loops;
- (b) CLEC's transition of DS1/DS3 Loops to an alternative arrangement; or
- (c) the applicable transition period.

SBC will not convert or disconnect DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport prior to the end of the applicable transitional period

unless specifically requested by CLEC; CLEC is responsible for submitting orders to complete the transition by the end of applicable transition period.

4.1.1.6 If the CLEC does provide self-certification, SBC may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self-certification during a dispute resolution process.

4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

4.1.2 If the ICC has previously determined, in any proceeding, even if CLEC was not a party to that proceeding that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.7, 0.1.8 or 0.1.9, then CLEC shall not be entitled to DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of such wire center. SBC CLEC Online shall be updated to indicate that the wire center was the subject of an ICC determination. If CLEC withdraws its self-certification after a dispute has been filed with the ICC, but before the ICC has made a determination regarding the wire center designation, SBC's wire center designation(s) shall become effective as to CLEC, and CLEC shall not thereafter re-submit the withdrawn self-certification.

4.1.3 The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of a CLEC self-certification. In the state of Illinois, if it desires to do so by filing a complaint at the ICC, SBC may dispute the self-certification and associated CLEC orders for DS1/DS3 Loops, DS1/DS3 Dedicated Transport, and Dark Fiber Dedicated Transport pursuant to the following procedures: SBC shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. SBC will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. SBC shall include with the filing its direct case testimony and exhibits which may reasonably be supplemented. To the extent this filing contains confidential information, SBC may file that information under seal. SBC shall offer to enter into a protective agreement under which SBC would provide such confidential information to CLEC. SBC shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. SBC will notify CLECs of the filing of such a dispute via Accessible Letter issued within 5 business days following the filing of a dispute. 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 ICC to adopt a case schedule resulting in the prompt resolution of the dispute. During the pendency of any dispute resolution proceeding, SBC shall continue to provide the loop or transport facility in question to CLEC at the rates in the Pricing Schedule to the Agreement. If the CLEC withdraws its self-certification, or 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, then (with rates paid by CLEC for the affected loop or transport subject to true-up):

(a) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification on or after March 11, 2005, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired, then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates between the date that the circuit is provisioned and the date the circuit is transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1.

- (b) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification on or after March 11, 2005, and where the self-certification is reversed after the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date the circuit is provisioned and the date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.
- (c) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act before March 11, 2005, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates between the date that SBC issued the Accessible Letter and the date the circuit is transitioned shall be those in Section 3.2.1.
- (d) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act before March 11, 2005, and where the self-certification is reversed after the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date SBC issued the Accessible Letter and the end of the transition period specified in Section 4.1 shall be those in Section 3.2.1. Rates during the period between the expiration of the transition period in Section 4.1 and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.
- (e) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification after SBC issued the Accessible Letter, and where the self-certification is reversed before the transition period specified in Section 4.1.1.5 has expired, then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1.1.5. Rates between the date that the circuit is provisioned or the date 30 days following the date SBC issued the Accessible Letter, whichever is later, and the date the circuit is transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7.
- (f) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification after SBC issued the Accessible Letter, and where the self-certification is reversed after the transition period specified in Section 4.1.1.5 has expired then CLEC shall

transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date the circuit is provisioned or the date 30 days following the date SBC issued the Accessible Letter, whichever is later, and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.

- (g) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered pursuant to Section 251(c)(3) of the Act before SBC issued the Accessible Letter, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates during the period between the date that is 30 days following the date that SBC issued the Accessible Letter and the date the circuit is transitioned shall be those in Section 4.1.1.7.
- (h) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered pursuant to Section 251(c)(3) of the Act before SBC issued the Accessible Letter, and where the self-certification is reversed after the transition period specified in Section 4.1.1.5 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date 30 days after the date SBC issued the Accessible Letter and the end of the transition period specified in Section 4.1.1.5 shall be those in Section 4.1.1.7. Rates during the period between the expiration of the transition period in Section 4.1.1.5 and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.

4.1.4 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, SBC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC intends to rely.

4.1.5 When more than 60 days from the issuance of an SBC designation of a wire center as non-impaired has elapsed, and if there has been no prior ICC determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify for the purpose of ordering new loop and transport facilities. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

- 4.2 The provisions of Section 3.2.2, 3.2.2.1, 3.2.2.2 and 3.2.2.3 shall apply to the transition of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by SBC in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates, as of the date of conversion). Cross-connects that are not associated with such transitioned DS1/DS3

High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

- 4.3 Intentionally left blank.
- 4.4 A Building that is served by both an impaired wire center and a Non-Impaired Wire Center and that is not located in the serving area of the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and SBC ILLINOIS have failed to reach agreement under Section 3.2.2.3 above as to a substitute service arrangement or element, then SBC may, at its sole option, disconnect Dark Fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.6 Whenever SBC updates its wire center list pursuant to Section 4.1.1.1 and in the course of that analysis gathers and/or reviews information upon which said updates are based, SBC shall make available to CLEC, on a confidential basis, information advising when it believes a wire center has reached 90% of the number of Business Lines needed for the wire center to be classified as a Tier 1 or a Tier 2 Wire Center. In addition, SBC will specify which wire centers it considers to have 2 Fiber-Based Collocators and 3 Fiber-Based Collocators. This information shall only be used by CLEC for planning its transition off of the UNE loops and transport it purchases from SBC.

5.0 Commingling and Commingled Arrangements.

- 5.1 SBC shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC. For the Commingled Arrangements listed in the Section 5.1, and any Commingled Arrangements voluntarily (i.e., not the result of state commission order) made available by SBC in the future in any of its 13 SBC ILEC states, SBC shall make such Commingled Arrangements available in Illinois. In addition, to the extent SBC is ordered by a state commission in any of the five SBC Midwest states (Illinois, Indiana, Michigan, Ohio and Wisconsin) to make additional Commingled Arrangements available, SBC shall also make such Commingled Arrangements available in Illinois, as long as the UNE or combination of UNEs and the facilities or services being obtained at wholesale for that commingled arrangement are available in Illinois. The types of Commingled Arrangements which SBC is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated when new Commingling Arrangements are made available. The following SBC Commingled Arrangements have been posted to CLEC Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:
 - i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
 - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
 - iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
 - iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
 - v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
 - vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
 - vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#

- viii. UNE loop to special access multiplexer
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, SBC will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that SBC requires the CLEC to submit orders for the Commingling Arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

5.1.2 For any Commingling Arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by SBC, CLEC shall request any such desired Commingling Arrangement and SBC shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new Commingling Arrangement available, SBC will work with the CLEC to process orders for new Commingling Arrangements on a manual basis pending the completion of systems development.

5.2 Upon request and to the extent provided by Applicable Law and the provisions of the Amended Agreement, SBC shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from SBC (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Arrangements consistent with Section 5.0 of this Attachment.

5.3 For example, without limitation of this provision, SBC will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, SBC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, SBC will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6) collocation arrangement upon presentation of documentation of authorization by that third party.

5.4 Upon request, and to the extent required by Applicable Law and the applicable provisions of this Attachment, SBC shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC (as well as requests where CLEC also wants SBC to complete the actual Commingling), except that SBC shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; (ii) SBC's ability to retain responsibility for the management, control and performance of its network would be impaired, or (iii) it would undermine the ability of other telecommunications carriers to obtain access to UNEs or to interconnect with SBC's network. If SBC denies a Commingling request on the basis of any of these conditions, and SBC's denial is challenged, SBC shall have the burden of proving its denial was appropriate. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC, and SBC shall not deny access to

Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from SBC.

- 5.5 SBC shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any SBC tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.6 When CLEC purchases Commingled Arrangements from SBC, SBC shall charge CLEC element-by-element and service-by-service rates. SBC shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.7 Intentionally left blank.
- 5.8 SBC agrees that CLEC may request to Commingle the following elements to the extent that SBC is required to provide them pursuant to Section 271 of the Act (“271 Elements”), including but not limited to: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). SBC shall provide CLEC with access to these 271 Elements and 13-801 Network Elements in accordance with Section 13.0 or 14.0 of this Attachment, as applicable.
- 5.9 Unless expressly prohibited by the terms of this Attachment, SBC shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC.
- 5.10 With respect to a Commingled Arrangement, CLEC will be responsible for all Channel Facility Assignment (“CFA”) and/or Assigned Point of Termination (“APOT”), The CFA/APOT are the assignments CLEC provides to SBC from CLEC’s collocation arrangement.

6.0 EELs.

- 6.1 SBC agrees to make available to CLEC Enhanced Extended Links (“EELs”) on the terms and conditions set forth below. SBC shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC’s underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a “Low-Capacity EEL”) shall not be required to satisfy the Eligibility Criteria set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the “High-Cap EELs”), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE Dedicated Transport that is opposite the end connected to the UNE

loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is Commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

- (A) an unbundled DS1 Loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 Loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service; or
- (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 or higher channel termination service.

6.3 SBC shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. SBC shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service Eligibility Criteria:

6.3.1. CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that it will meet the EELs Eligibility Criteria for each such order it submits. SBC hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to SBC. Provided that SBC has received such self certification from CLEC, SBC shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to Low Capacity EELs, other Combinations or individual unbundled Network Elements.

6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of Eligibility Criteria set forth in this Section 6, and not to self-certifications relative to routes, Buildings and wire centers.

6.3.2 The following Eligibility Criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own local telephone number assignment, so that each DS3 must have at least 28 local voice telephone numbers assigned to it;
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4 of this Attachment;
- (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;
- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
- (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

- 6.3.3 The Eligibility Criteria set forth in this Section 6.3 shall apply to any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of this Section 6.0 if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocator; or
 - (B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and (vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of Commingled wholesale services and UNEs, CLEC must certify to all of the Eligibility Criteria set out in Section 6.3 for each circuit. To the extent the Eligibility Criteria for High Cap EELs apply, CLEC shall be permitted to self-certify its compliance with the Eligibility Criteria by providing SBC notification pursuant to Sections 6.3.1 and/or 6.3.1.1. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL in accordance with this Attachment, and shall not exercise self help to deny the provisioning of the requested EEL; provided, however, that CLEC shall promptly share records of its compliance with the qualifying service criteria discussed herein upon request from SBC.
- 6.3.7 SBC may audit CLEC's compliance with the Eligibility Criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Illinois with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Illinois.
- 6.3.7.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELS for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seek to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.
- 6.3.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.

- 6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.7.4 SBC shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the ICC. Prior to bringing a dispute to the ICC under this section, however, CLEC shall provide notice of the dispute to SBC so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the ICC until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to SBC and the rates and charges CLEC would have owed SBC beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to SBC to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following SBC's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the ICC for resolution of the dispute, in which case no changes shall be made until the ICC rules on the dispute. However CLEC shall pay the disputed amount into an escrow account governed by an appropriate joint escrow arrangement, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the ICC within such 30-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which High-Cap EEL does not meet the Eligibility Criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the ICC and if the ICC upholds the auditor's finding, any disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.
- 6.3.7.5 If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for any High-Cap EELs, CLEC will reimburse SBC for a fraction of the cost of the independent auditor equal to the number of High-Cap EELs that the auditor's report finds to be non-compliant divided by the total number of all High-Cap EELs leased by CLEC that were the subject of the audit. All costs of the independent auditor for which SBC seeks reimbursement shall be commercially reasonable. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no Party challenges this finding with the ICC, or if there is an auditor finding of noncompliance followed by a Party filing a challenge to this finding with the ICC followed by the ICC affirming the auditor finding of noncompliance.

6.3.7.6 To the extent the auditor's report concludes that CLEC complied with the Eligibility Criteria for all High-Cap EELS that were audited, SBC must reimburse CLEC for all of its reasonable costs associated with the audit.

6.3.7.7 CLEC will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years.

6.3.7.8 SBC can seek an audit for any particular High-Cap EEL for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report. and (ii) the twenty-four (24) month period immediately preceding the date notice of such requested audit is provided to CLEC, but in any event not prior to the date the circuit was established.

6.3.7.9 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6.0 is limited to two years prior to the date of the Notice of Audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment ("CFA") and/or Assigned Point of Termination ("APOT"). The CFA/APOT are the assignments CLEC provides to SBC from CLEC's collocation arrangement.

6.4.2 SBC will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The High Cap EEL may be obtained by CLEC if available and if CLEC meets all Eligibility Criteria set forth in this Section 6.0.

6.5 Other than the Eligibility Criteria set forth in this Section, SBC shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service CLEC seeks to offer.

7.0 Availability of HFPL for Purposes of Line Sharing.

7.1 SBC shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the High Frequency Portion of the Loop ("HFPL") in accordance with the TRO and associated Rules 51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: SBC will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC charged prior to October 2, 2003 as set forth in the Pricing Schedule of the Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over

a stand-alone xDSL Loop purchased from SBC, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications.

8.1 Routine Network Modifications – UNE Local Loops

- 8.1.1 SBC shall make all routine network modifications to UNE Local Loop facilities used by CLEC where the requested UNE Local Loop facility has already been constructed. SBC shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.1.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the ILEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes or conduits or installing new terminals. SBC is not obligated to perform such activities for CLEC.
- 8.1.4 Intentionally omitted.
- 8.1.5 SBC shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and in the state specific Pricing Schedule. SBC shall impose charges for routine network modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. SBC shall expressly certify that no costs recovered by routine network modification charges are recovered by any other rate or charge. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings. In the event the ICC establishes or approves a rate for a routine network modification other than adding a doubler or repeaters, installing an equipment shelf and any other necessary work and parts associated with a repeater shelf to the extent such equipment is not present on the loop or transport facility when ordered, or splicing of dark fiber, any difference between that rate and the ICB rate actually charged by SBC Illinois for such routine network modification within the two (2) years prior to the date the ICC establishes or approves a rate shall be subject to true up, unless the Parties agree to a different period for such true-up or the ICC's order establishing or approving the rate establishes, based on clear and convincing evidence presented by the Party advocating a different true-up period, that a different true-up period should apply. The Parties acknowledge that they have agreed to the 2 year true-up period set forth above in the interests of certainty and to minimize disputes.

8.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber

- 8.2.1 SBC shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CLEC where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without

regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits or installing new terminals. SBC is not obligated to perform the above stated activities for CLEC. However, when CLEC purchases Dark Fiber, SBC shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 Batch Hot Cut Process: The “Batch Hot Cut Process Offerings” are new hot cut processes developed after multi-state collaboration between SBC and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC’s underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for conversions of voice service provisioned by SBC as retail, resale, UNE-P or Local Wholesale Complete™ (including instances where such arrangement is provided through a commercial arrangement) to non-SBC-provided switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on SBC’s CLEC Online website (or successor website). Any future enhancements or modifications to SBC’s Batch Hot Cut Process Offerings will be made in accordance with SBC’s Change Management Process. SBC will ensure that its Batch Hot Cut Process Offerings comply with all applicable ICC batch cut rulings. Any changes to the volumes, provisioning, intervals or prices of SBC’s Batch Hot Cut Process Offerings shall be incorporated into the Agreement by amendment, based on negotiations between SBC and CLEC, or, if necessary, in accordance with Section 252. Any disputes between SBC and CLEC relating to SBC’s Batch Hot Cut Process Offerings shall be handled in accordance with the dispute resolution processes in the Agreement.

9.1 General:

9.1.1 Enhanced Daily Process: The “Enhanced Daily Process” option is designed to support hot cuts associated with new customer acquisitions. SBC places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.

9.1.2 Defined Batch Hot Cut Process – The “Defined Batch Hot Cut Process” is designed to support hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using SBC -provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that SBC must accept for a single day in a single central office for all CLECs combined is two hundred lines.

9.1.3 Bulk Project Offering – The “Bulk Project Offering” is designed to support large volumes of hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using SBC -provided switching to service provisioned using CLEC -provided switching.

9.1.4 The Coordinated Hot Cut (“CHC”) and Frame Due Time (“FDT”) options for the Enhanced Daily Process, the Defined Batch Process, and the Bulk Project offering (collectively, the “Batch Hot Cut Offerings”) are specific to these processes and may differ from CHC and FDT options offered for other hot cut offerings. The CHC option for the Batch Hot Cut Offerings allows a CLEC to request that SBC reserve central office and local operation personnel to coordinate with the CLEC during a given time frame to migrate the end user with a minimum of downtime. The FDT option for the

Batch Hot Cut Offerings allows CLEC to request that SBC perform the hot cut anytime within a given time frame (typically an hour) on the loop due date.

9.1.5 If the CLEC is acting as a wholesale switching provider to the end user's retail voice provider, the CLEC will submit Batch Hot Cut Process orders using the CLEC's OCN and the end user's retail voice provider will not issue orders to SBC. SBC will accept the Batch Hot Cut order from the CLEC acting as a wholesale switching provider and perform the batch hot cuts that cross-connect the unbundled loops to the wholesale CLEC's collocation. If CLEC requests Batch Hot Cuts while acting as a wholesale switching provider, SBC will assess the applicable charges for the Batch Hot Cut to CLEC, not to the retail voice provider. When CLEC is acting as a wholesale switching provider, it may include requests for batch hot cuts for lines currently served by one or more retail CLECs, as well as lines from its own embedded base, within the same batch.

9.2 Pricing for Batch Hot Cut Process Offerings

9.2.1 The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC's underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This amendment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC's underlying interconnection Agreement.

10.0 Conversions

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, SBC shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the Eligibility Criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. SBC agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

10.1.2.1 For UNE conversion orders for which SBC has either a) not developed a process or b) developed a process that falls out for manual handling, SBC will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC may charge service order charges and/or record change charges, as applicable.

10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, SBC shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale

services to UNEs or combinations of UNEs. SBC may charge applicable service order charges or record change charges.

10.1.3 SBC will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions

10.1.3.1 When converting from a wholesale service to a UNE or combination of UNEs, the applicable non-recurring charges, if any, as governed by this Agreement and/or Tariff from which the UNE or UNE combination being converted to is ordered, shall apply.

10.1.4 SBC shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, in requesting a conversion of an SBC service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular SBC service sought to be converted.

11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops.

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where SBC has deployed such a Loop to premises that previously were not served by any SBC Loop.

11.1.2 Overbuilds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when SBC has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

- (a) SBC shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless SBC retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If SBC maintains the existing copper Loop pursuant to this Section 11.1.2, SBC need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, SBC shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
- (c) For each copper loop retired pursuant to Section 11.1.3 below, SBC shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC Loop, SBC must comply with the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements. If a CLEC is leasing a copper loop when SBC submits its notice pursuant to the foregoing sentence, SBC shall also provide CLEC with a copy of such short term notice via an accessible letter. In addition, SBC may not retire a copper loop currently leased by a CLEC unless SBC performs, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM)

loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the Pricing Schedule. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in SBC's Generic Interconnection Agreement.

- 11.1.4 SBC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, SBC's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict CLEC's ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, SBC will comply with Rules 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally

- 11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services SBC shall provide CLEC with nondiscriminatory access to the TDM features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the SBC central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, SBC is required to only make the TDM functionality available on an unbundled basis. The unbundling obligation associated with DS-1 loops is not limited by the rules adopted in the TRO for hybrid loops.

- 11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, SBC shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Schedule.

- 11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Schedule.

- 11.2.4 IDLC Hybrid Loops. Where a CLEC requests an unbundled loop to a premises to which SBC has deployed an IDLC Hybrid Loop, SBC can only charge the CLEC the least cost technically feasible method of unbundled access. SBC may not impose special construction or other non-standard charges (which does not include routine network modification charges permitted under Section 8.1.5 of this Attachment) to provision unbundled loops where it has deployed IDLC except as provided under this Agreement.

- 11.2.5 Feeder. SBC shall not be required to provide access to the feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Section 251 Unbundled Network Elements

- 12.1 Except as provided in Section 6.0 of this Attachment, SBC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements provided under Section 251 for the service CLEC seeks to offer.
- 12.2 CLEC may not access an unbundled network element under Section 251 for the exclusive provision of mobile wireless services or interexchange services.

- 12.3 A CLEC that accesses and uses an unbundled network element provided under Section 251 consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 Section 271 Obligations.

- 13.1 Intentionally left blank.
- 13.2 Intentionally left blank.
- 13.3 Intentionally left blank.
- 13.4 Nothing in this Attachment shall expand or contract SBC's obligation, if any, to provide CLEC access to network elements pursuant to Section 271 in accordance with the terms of the Agreement. Nothing in this Attachment should be interpreted, or deemed as grounds for, amending the rates, terms and conditions (if any) by which SBC provides 271 Elements to CLEC. Provided, however, CLEC may request that any Section 251 unbundled network element or combination of network elements (including any TRO Affected Element or TRO Remand Affected Element) be reclassified as a corresponding 271 Element or Elements, provided that SBC is obligated to provide such elements under Section 271 under the Agreement. SBC will perform such reclassification at no charge.

14.0 Section 13-801 Obligations.

- 14.1 Section 13-801 Obligations are addressed in the attached Rider 1.

15.0 Entrance Facilities and Interconnection Facilities.

- 15.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with SBC's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
- 15.2 Notwithstanding Section 15.1, SBC is required to provide access to facilities that CLEC requests to interconnect with SBC's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").
- 15.3 Intentionally left blank.
- 15.4 For avoidance of doubt, CLEC may request that an Entrance Facility UNE be reclassified as an Interconnection Facility pursuant to Section 15.1 if CLEC will use the facility for interconnection in accordance with Section 15.2. SBC will perform such reclassification at no charge.

RIDER 1

Section 13-801 Obligations

- 1.1 Notwithstanding any determination of non-impairment that may affect SBC's obligations under Section 251 of the Act, CLEC may purchase the network elements (as defined in Section 13-216 of the Illinois Public Utilities Act and referred to herein as "13-801 Elements"), and interconnection required by Section 13-801 of the Illinois Public Utilities Act and applicable ICC orders interpreting Section 13-801 by providing such network elements, combinations thereof and interconnection pursuant to the rates, terms and conditions set forth in SBC's intrastate tariff, ILL. C. C. No. 20, Part 19. Should SBC's intrastate tariff for any or all 13-801 network elements be canceled or withdrawn for any reason other than that SBC is no longer required by law to offer such network elements under Section 13-801, the prices, terms and conditions for 13-801 network elements in such tariff shall nonetheless be deemed to be incorporated into and to continue in effect as part of the Agreement. The prices, terms and conditions to be incorporated shall be as they existed as of the date the tariff was cancelled or withdrawn.
- 1.2 Intentionally left blank.
- 1.3 The recurring monthly rates for UNE-P in the above-referenced tariff shall be increased by \$1. The recurring monthly rates for DS1, DS3 and dark fiber loops and transport in the above-referenced tariffs that SBC is not obligated to provide as unbundled network elements pursuant to Section 251(c) shall be increased by 15%.
- 1.4 If the Parties negotiate rates for Section 13-801 Elements other than those described in Sections 1.1 and 1.3, such revised rates shall be effective on the date of the ICC order approving an amendment to the Agreement adopting such revised rates. If the ICC issues an order in a proceeding of general applicability pursuant to Section 13-801 (g) or other applicable provision of the Illinois Public Utilities Act resulting in rates for network elements and/or interconnection provided by SBC in accordance with Section 13-801 that are different than the rates described in Sections 1.1 and 1.3, such revised rates shall be effective for purposes of this Agreement on the later of the date of the ICC order or the date that revised tariffs resulting from the ICC order become effective.
- 1.5 This Rider applies only to network elements that SBC is not required to offer as UNEs under Section 251 of the Act.
- 1.6 Upon request, SBC will reclassify at no charge any Section 251 UNE or combination of UNEs to any Section 13-801 element or elements, provided such 13-801 element or elements are provided for in this Rider.
- 1.7 On February 25, 2005, SBC Illinois filed a complaint and motion for preliminary injunction in federal district court for the Northern District of Illinois requesting that Court enjoin the Illinois Commerce Commission from enforcing the provisions of Section 13-801 of the Illinois Public Utilities Act, as interpreted by the June 11, 2002 Order in Docket 01-0614, the Order itself and the implementing tariffs, insofar as they would require SBC to provide unbundled access to local switching, related elements and UNE-P after March 11, 2005, on the grounds that any such requirement is inconsistent with and preempted by the federal Telecommunications Act of 1996 and the TRO. To the extent the Court enjoins enforcement of one or more of SBC's obligations under Section 13-801 to provide network elements or methods of interconnection, or if SBC's obligation to provide one or more network elements or methods of interconnection under Section 13-801 is otherwise discontinued, enjoined or vacated by any court, the ICC, the FCC or the Legislature, the affected obligation shall automatically terminate and SBC shall no longer be required to provide such Section 13-801 network elements under the Agreement and this Amendment.

RIDER 2

Batch Hot Cut Process Offerings Pricing Schedule

<u>Rate Element</u>	<u>USOC</u>	<u>Rate</u>
<u>Enhanced Daily Rates</u>		
Enhanced Daily FDT Basic	NRFHA	\$29.84
Enhanced Daily CHC Basic	NRFHB	\$33.92
Enhanced Daily IDLC Basic	NRFHC	\$89.31
<u>Defined Batch Rates</u>		
Defined FDT Basic	NRFHD	\$25.28
Defined CHC Basic	NRFHE	\$26.64
Defined FDT Expanded	NRFHF	\$25.62
Defined CHC Expanded	NRFHG	\$26.92
Defined IDLC Basic	NRFHH	\$88.65
<u>Bulk Batch Rates</u>		
Bulk FDT Basic	NRFHJ	\$25.21
Bulk CHC Basic	NRFHK	\$26.57
Bulk FDT Expanded	NRFHL	\$25.54
Bulk CHC Expanded	NRFHM	\$26.86
Bulk FDT Premium	NRFHN	\$27.68
Bulk CHC Premium	NRFHO	\$29.30
Bulk IDLC Basic	NRFHP	\$88.65

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
BITWISE COMMUNICATIONS, INC.

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC") and BitWise Communications, Inc. ("CLEC"). SBC and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC's service territory in the State of Illinois.

WITNESSETH:

WHEREAS, SBC and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated August 27, 2001 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, ("TRO Reconsideration Orders") which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
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.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any SBC tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 13th day of February, 2006, by Illinois Bell Telephone Company d/b/a SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

BitWise Communications, Inc.

By: 

Printed: Michael Shuler

Title: CEO

(Print or Type)

Date: 1/27/06

Illinois Bell Telephone Company d/b/a SBC Illinois by
ATT Operations, Inc., its authorized agent

By: 

Printed: Rebecca L. Sparks

Title: Executive Director - Regulatory

Date: FEB 13 2006

FACILITIES-BASED OCN # 5800

ACNA BIW

ILLINOIS TRO/TRRO ATTACHMENT

0.1 Definitions. The following definitions are applicable to this Attachment.

- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop and transport caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, the property is owned and/or leased by the same end-user customer, and the property is not separated by a public roadway.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.4 **Hybrid Loop** is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.5 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.6 Intentionally left blank.
- 0.1.7 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5), DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.8 **Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 1 Non-Impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(i) as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.9 **Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 2 non-impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 Wire Centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

- 0.1.10 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 Wire Centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.
- 0.1.11 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC's TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines." Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.
- 0.1.12 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.13 DS1 Loop. A "DS1 Loop", in accordance with Rule 51.319(a)(4), is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.14 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition the term "affiliate" is defined by 47 U.S.C. §153(1).
- 0.1.15 DS3 Loop. DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.
- 0.1.16 Dedicated Transport. Dedicated Transport in accordance with Rule 51.319(e) and (e)(1) includes SBC transmission facilities between wire centers or switches owned by SBC, or between wire centers or switches owned by SBC and switches owned by other telecommunications carriers, including, but not limited to, DS1-, DS3- and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

- 0.1.17 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other applicable law to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other applicable law, with one or more such wholesale facilities or services. “Commingling” means the act of commingling.
- 0.1.18 “Commingled Arrangement” means the arrangement created by Commingling.
- 0.1.19 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.20 Entrance Facilities. Entrance Facilities are defined as dedicated transport facilities that do not connect a pair of SBC wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with SBC’s networks.
- 0.1.21 ICC. ICC means the Illinois Commerce Commission.
- 0.1.22 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

1.0 TRO Affected Elements.

- 1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC’s TRO, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the TRO Reconsideration Orders as follows:
- (i) Intentionally left blank
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops). To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0;
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) packet switching, including routers and DSLAMs;
 - (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities except as provided for in Section 11.2 of this Attachment; and
 - (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
 - (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
 - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
 - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation of TRO Affected Elements - New Orders. SBC is not required to provide the TRO Affected Element(s) on an unbundled basis under Section 251, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement.

¹ Nothing herein is meant to indicate any agreement as to whether SBC is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s) under Section 251.

- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:

1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified TRO Facility"). For purposes of the Agreement and this Attachment, such Identified TRO Facilities shall be considered TRO Affected Elements.

1.3.2 For any Identified TRO Facility SBC shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either (i) request disconnection; (ii) submit a request for analogous access service; or (iii) identify and request another alternative service arrangement.

1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (i.e., does not include the re-use of Identified TRO Facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge will be the only applicable charge under the applicable Pricing Schedule and/or Tariff. SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Identified TRO Facility be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.3.2(i), above, and if CLEC and SBC have failed to reach agreement, under subparagraph 1.3.2(ii) or (iii), above, as to a substitute service arrangement or element, then SBC will convert the subject element(s), whether alone or in combination with or as part of any other arrangement, to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

- 1.5 The Parties' rights and obligations with respect to TRO Affected Elements under this Section 1.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements. To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.

- 2.1 In accordance with Rule 51.319(d)(2), SBC shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, in accordance with the following provisions:

- 2.1.1 SBC is not required to provide new ULS, either alone or in combination (as in with “UNE-P”) as an unbundled network element under Section 251 of the Act for non-Embedded Base customers. SBC shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) and orders issued by the ICC. The price for such ULS and UNE-P shall be SBC's tariffed and effective ULS and UNE-P rates as of June 25, 2004, plus one dollar. CLEC shall be fully liable to SBC to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment.
- 2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user. CLEC shall be entitled to initiate move orders and orders for additional UNE-P lines for Embedded Base customers.
- 2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that SBC has available and activated in the Local Circuit Switch.
- 2.1.1.3 In accordance with Rule 51.319(d)(4)(i), SBC shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act and in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.
- 2.1.2 SBC shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:
- (a) CLEC's disconnection or other discontinuance (except Suspend/Restore) of use of one or more of the ULS or UNE-P;
 - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
 - (c) March 11, 2006.
- 2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the ULS element to an alternative arrangement within 12 months of the effective date of the TRO Remand, i.e., March 11, 2006. CLEC and SBC agree to utilize the twelve-month transition period as set forth by the FCC in Paragraph 227 of the TRO Remand to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.
- 2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement in accordance with this ULS/UNE-P transition plan unless otherwise agreed to by the Parties.
- 2.1.3.2 SBC will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any

disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

2.1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge(s) will be the only non-recurring charge(s) that apply.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, SBC, without further notice or liability, will re-price such arrangements to market-based rates.

2.2 The provisions of this Section 2.0, apply and are operative with respect to SBC’s unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement.

2.3 The Parties’ rights and obligations with respect to TRO Remand Affected Elements under this Section 2.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 SBC is not required to provision the following new DS1, DS3, and Dark Fiber Loops, and Dedicated Transport as unbundled elements under Section 251, either alone or in a Section 251 combination except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), SBC is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis under Section 251.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any Building not served by (a) a wire center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the wire center exceeds both of these thresholds, no future DS1 Loop unbundling in accordance with Section 251 will be required of SBC in that wire center, except as otherwise set forth in this Attachment.

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as Section 251 unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(a)(5)(i) SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to DS3 Loops on an unbundled basis under Section 251 to any Building not served by (a) a wire center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the wire center exceeds both of these thresholds, no future Section 251 DS3 Loop unbundling will be required of SBC in that wire center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(a)(5)(ii), SBC is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as Section 251 unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to Section 251 DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire

centers as defined in Section 0.1.9 of this Attachment, no future Section 251 DS1 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to a CLEC more than ten unbundled DS1 Dedicated Transport circuits on each route on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Section 251 DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 Wire Centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Section 251 DS3 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to a CLEC more than twelve unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis under Section 251.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 Wire Centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Section 251 Dark Fiber Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 Loops and DS1 and DS3 Dedicated Transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2, the rates for the High-Capacity Loop and Transport Embedded Base arrangements (including dark fiber loop and transport arrangements), in accordance with Rule 51.319(a) and Rule 51.319(e), shall be SBC's tariffed and effective DS1 and DS3 loop, dedicated transport, and dark fiber loop and transport rates as of June 25, 2004, plus 15%. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where SBC is no longer required to provide Unbundled Loops and Transport pursuant to Section 251 as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport transition plan in Section 3.2 of this Attachment unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period.

3.2.2.1 SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption

should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

3.2.2.2 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge(s) and/or non-recurring charges, if any as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only non-recurring charge(s) that apply.

3.2.2.3 If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, SBC, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the Parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to SBC, SBC shall disconnect such arrangements that remain in place as of September 11, 2006.

3.3 The Parties’ rights and obligations with respect to TRO Remand Affected Elements under this Section 3.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 SBC has designated and posted to CLEC Online a list of wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as stated in Section 0.1.7 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as stated in Sections 0.1.8 and 0.1.9 have been met. SBC’s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by SBC’s wire center designation as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any Dark Fiber Transport arrangements affected by SBC’s wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the ICC has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.7, 0.1.8 or 0.1.9, then, prior to submitting an order for an unbundled a DS1/DS3 Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement at a wire center designated by SBC and posted to CLEC Online, CLEC shall perform a reasonably diligent inquiry to determine, to the best of CLEC’s knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.7, 0.1.8 or 0.1.9 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC wire center non-impairment designation, the CLEC will provide a self-certification to SBC identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of Non-Impaired Wire Centers compiled by SBC as creating a presumption that a wire center is not impaired.

CLEC may self-certify by sending written notification to SBC using letter, facsimile or e-mail. In the event that the CLEC issues a self-certification to SBC where SBC has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and SBC must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC shall provision the requested facilities in accordance with CLEC's order and within SBC's standard ordering interval applicable to such facilities. If SBC in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, SBC will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

4.1.1 The parties recognize that wire centers that SBC had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005 may meet those thresholds in the future. In the event that a wire center that was not designated by SBC as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, SBC may add the wire center to the list of designated wire centers and the Parties will use the following process:

4.1.1.1 SBC may update the wire center list as changes occur.

4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

4.1.1.3 SBC will continue to accept CLEC orders for newly-designated DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

4.1.1.4 In the event the CLEC disagrees with SBC's determination, and desires not to have the applicable established DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to SBC.

4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against SBC's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/DS3 Loops is within 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 18 months. All such transitional periods apply from the date of the issuance of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. DS1 Loops will continue to be provisioned for a period of 12 months from the date of the Accessible Letter for existing customers. SBC shall continue to provide access to DS1 Loops to CLEC for applicable established customer service in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance of use of DS1/DS3 Loops;
- (b) CLEC's transition of DS1/DS3 Loops to an alternative arrangement; or
- (c) the applicable transition period.

SBC will not convert or disconnect DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport prior to the end of the applicable transitional period

unless specifically requested by CLEC; CLEC is responsible for submitting orders to complete the transition by the end of applicable transition period.

4.1.1.6 If the CLEC does provide self-certification, SBC may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self-certification during a dispute resolution process.

4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

4.1.2 If the ICC has previously determined, in any proceeding, even if CLEC was not a party to that proceeding that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.7, 0.1.8 or 0.1.9, then CLEC shall not be entitled to DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of such wire center. SBC CLEC Online shall be updated to indicate that the wire center was the subject of an ICC determination. If CLEC withdraws its self-certification after a dispute has been filed with the ICC, but before the ICC has made a determination regarding the wire center designation, SBC's wire center designation(s) shall become effective as to CLEC, and CLEC shall not thereafter re-submit the withdrawn self-certification.

4.1.3 The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of a CLEC self-certification. In the state of Illinois, if it desires to do so by filing a complaint at the ICC, SBC may dispute the self-certification and associated CLEC orders for DS1/DS3 Loops, DS1/DS3 Dedicated Transport, and Dark Fiber Dedicated Transport pursuant to the following procedures: SBC shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. SBC will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. SBC shall include with the filing its direct case testimony and exhibits which may reasonably be supplemented. To the extent this filing contains confidential information, SBC may file that information under seal. SBC shall offer to enter into a protective agreement under which SBC would provide such confidential information to CLEC. SBC shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. SBC will notify CLECs of the filing of such a dispute via Accessible Letter issued within 5 business days following the filing of a dispute. 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 ICC to adopt a case schedule resulting in the prompt resolution of the dispute. During the pendency of any dispute resolution proceeding, SBC shall continue to provide the loop or transport facility in question to CLEC at the rates in the Pricing Schedule to the Agreement. If the CLEC withdraws its self-certification, or 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, then (with rates paid by CLEC for the affected loop or transport subject to true-up):

(a) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification on or after March 11, 2005, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired, then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates between the date that the circuit is provisioned and the date the circuit is transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1.

- (b) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification on or after March 11, 2005, and where the self-certification is reversed after the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date the circuit is provisioned and the date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.
- (c) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act before March 11, 2005, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates between the date that SBC issued the Accessible Letter and the date the circuit is transitioned shall be those in Section 3.2.1.
- (d) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act before March 11, 2005, and where the self-certification is reversed after the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date SBC issued the Accessible Letter and the end of the transition period specified in Section 4.1 shall be those in Section 3.2.1. Rates during the period between the expiration of the transition period in Section 4.1 and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.
- (e) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification after SBC issued the Accessible Letter, and where the self-certification is reversed before the transition period specified in Section 4.1.1.5 has expired, then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1.1.5. Rates between the date that the circuit is provisioned or the date 30 days following the date SBC issued the Accessible Letter, whichever is later, and the date the circuit is transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7.
- (f) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification after SBC issued the Accessible Letter, and where the self-certification is reversed after the transition period specified in Section 4.1.1.5 has expired then CLEC shall

transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date the circuit is provisioned or the date 30 days following the date SBC issued the Accessible Letter, whichever is later, and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.

- (g) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered pursuant to Section 251(c)(3) of the Act before SBC issued the Accessible Letter, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates during the period between the date that is 30 days following the date that SBC issued the Accessible Letter and the date the circuit is transitioned shall be those in Section 4.1.1.7.
- (h) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered pursuant to Section 251(c)(3) of the Act before SBC issued the Accessible Letter, and where the self-certification is reversed after the transition period specified in Section 4.1.1.5 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date 30 days after the date SBC issued the Accessible Letter and the end of the transition period specified in Section 4.1.1.5 shall be those in Section 4.1.1.7. Rates during the period between the expiration of the transition period in Section 4.1.1.5 and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.

4.1.4 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, SBC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC intends to rely.

4.1.5 When more than 60 days from the issuance of an SBC designation of a wire center as non-impaired has elapsed, and if there has been no prior ICC determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify for the purpose of ordering new loop and transport facilities. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

- 4.2 The provisions of Section 3.2.2, 3.2.2.1, 3.2.2.2 and 3.2.2.3 shall apply to the transition of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by SBC in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates, as of the date of conversion). Cross-connects that are not associated with such transitioned DS1/DS3

High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

- 4.3 Intentionally left blank.
- 4.4 A Building that is served by both an impaired wire center and a Non-Impaired Wire Center and that is not located in the serving area of the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and SBC ILLINOIS have failed to reach agreement under Section 3.2.2.3 above as to a substitute service arrangement or element, then SBC may, at its sole option, disconnect Dark Fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.6 Whenever SBC updates its wire center list pursuant to Section 4.1.1.1 and in the course of that analysis gathers and/or reviews information upon which said updates are based, SBC shall make available to CLEC, on a confidential basis, information advising when it believes a wire center has reached 90% of the number of Business Lines needed for the wire center to be classified as a Tier 1 or a Tier 2 Wire Center. In addition, SBC will specify which wire centers it considers to have 2 Fiber-Based Collocators and 3 Fiber-Based Collocators. This information shall only be used by CLEC for planning its transition off of the UNE loops and transport it purchases from SBC.

5.0 Commingling and Commingled Arrangements.

- 5.1 SBC shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC. For the Commingled Arrangements listed in the Section 5.1, and any Commingled Arrangements voluntarily (i.e., not the result of state commission order) made available by SBC in the future in any of its 13 SBC ILEC states, SBC shall make such Commingled Arrangements available in Illinois. In addition, to the extent SBC is ordered by a state commission in any of the five SBC Midwest states (Illinois, Indiana, Michigan, Ohio and Wisconsin) to make additional Commingled Arrangements available, SBC shall also make such Commingled Arrangements available in Illinois, as long as the UNE or combination of UNEs and the facilities or services being obtained at wholesale for that commingled arrangement are available in Illinois. The types of Commingled Arrangements which SBC is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated when new Commingling Arrangements are made available. The following SBC Commingled Arrangements have been posted to CLEC Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:
 - i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
 - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
 - iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
 - iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
 - v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
 - vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
 - vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#

- viii. UNE loop to special access multiplexer
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, SBC will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that SBC requires the CLEC to submit orders for the Commingling Arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

5.1.2 For any Commingling Arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by SBC, CLEC shall request any such desired Commingling Arrangement and SBC shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new Commingling Arrangement available, SBC will work with the CLEC to process orders for new Commingling Arrangements on a manual basis pending the completion of systems development.

5.2 Upon request and to the extent provided by Applicable Law and the provisions of the Amended Agreement, SBC shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from SBC (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Arrangements consistent with Section 5.0 of this Attachment.

5.3 For example, without limitation of this provision, SBC will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, SBC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, SBC will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6) collocation arrangement upon presentation of documentation of authorization by that third party.

5.4 Upon request, and to the extent required by Applicable Law and the applicable provisions of this Attachment, SBC shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC (as well as requests where CLEC also wants SBC to complete the actual Commingling), except that SBC shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; (ii) SBC's ability to retain responsibility for the management, control and performance of its network would be impaired, or (iii) it would undermine the ability of other telecommunications carriers to obtain access to UNEs or to interconnect with SBC's network. If SBC denies a Commingling request on the basis of any of these conditions, and SBC's denial is challenged, SBC shall have the burden of proving its denial was appropriate. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC, and SBC shall not deny access to

Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from SBC.

- 5.5 SBC shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any SBC tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.6 When CLEC purchases Commingled Arrangements from SBC, SBC shall charge CLEC element-by-element and service-by-service rates. SBC shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.7 Intentionally left blank.
- 5.8 SBC agrees that CLEC may request to Commingle the following elements to the extent that SBC is required to provide them pursuant to Section 271 of the Act (“271 Elements”), including but not limited to: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). SBC shall provide CLEC with access to these 271 Elements and 13-801 Network Elements in accordance with Section 13.0 or 14.0 of this Attachment, as applicable.
- 5.9 Unless expressly prohibited by the terms of this Attachment, SBC shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC.
- 5.10 With respect to a Commingled Arrangement, CLEC will be responsible for all Channel Facility Assignment (“CFA”) and/or Assigned Point of Termination (“APOT”), The CFA/APOT are the assignments CLEC provides to SBC from CLEC’s collocation arrangement.

6.0 EELs.

- 6.1 SBC agrees to make available to CLEC Enhanced Extended Links (“EELs”) on the terms and conditions set forth below. SBC shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC’s underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a “Low-Capacity EEL”) shall not be required to satisfy the Eligibility Criteria set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the “High-Cap EELs”), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE Dedicated Transport that is opposite the end connected to the UNE

loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is Commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

- (A) an unbundled DS1 Loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 Loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service; or
- (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 or higher channel termination service.

6.3 SBC shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. SBC shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service Eligibility Criteria:

6.3.1. CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that it will meet the EELs Eligibility Criteria for each such order it submits. SBC hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to SBC. Provided that SBC has received such self certification from CLEC, SBC shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to Low Capacity EELs, other Combinations or individual unbundled Network Elements.

6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of Eligibility Criteria set forth in this Section 6, and not to self-certifications relative to routes, Buildings and wire centers.

6.3.2 The following Eligibility Criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own local telephone number assignment, so that each DS3 must have at least 28 local voice telephone numbers assigned to it;
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4 of this Attachment;
- (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;
- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
- (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

- 6.3.3 The Eligibility Criteria set forth in this Section 6.3 shall apply to any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of this Section 6.0 if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocater; or
 - (B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocater.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and (vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of Commingled wholesale services and UNEs, CLEC must certify to all of the Eligibility Criteria set out in Section 6.3 for each circuit. To the extent the Eligibility Criteria for High Cap EELs apply, CLEC shall be permitted to self-certify its compliance with the Eligibility Criteria by providing SBC notification pursuant to Sections 6.3.1 and/or 6.3.1.1. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL in accordance with this Attachment, and shall not exercise self help to deny the provisioning of the requested EEL; provided, however, that CLEC shall promptly share records of its compliance with the qualifying service criteria discussed herein upon request from SBC.
- 6.3.7 SBC may audit CLEC's compliance with the Eligibility Criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Illinois with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Illinois.
- 6.3.7.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELS for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seek to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.
- 6.3.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.

- 6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.7.4 SBC shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the ICC. Prior to bringing a dispute to the ICC under this section, however, CLEC shall provide notice of the dispute to SBC so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the ICC until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to SBC and the rates and charges CLEC would have owed SBC beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to SBC to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following SBC's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the ICC for resolution of the dispute, in which case no changes shall be made until the ICC rules on the dispute. However CLEC shall pay the disputed amount into an escrow account governed by an appropriate joint escrow arrangement, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the ICC within such 30-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which High-Cap EEL does not meet the Eligibility Criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the ICC and if the ICC upholds the auditor's finding, any disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.
- 6.3.7.5 If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for any High-Cap EELs, CLEC will reimburse SBC for a fraction of the cost of the independent auditor equal to the number of High-Cap EELs that the auditor's report finds to be non-compliant divided by the total number of all High-Cap EELs leased by CLEC that were the subject of the audit. All costs of the independent auditor for which SBC seeks reimbursement shall be commercially reasonable. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no Party challenges this finding with the ICC, or if there is an auditor finding of noncompliance followed by a Party filing a challenge to this finding with the ICC followed by the ICC affirming the auditor finding of noncompliance.

6.3.7.6 To the extent the auditor's report concludes that CLEC complied with the Eligibility Criteria for all High-Cap EELS that were audited, SBC must reimburse CLEC for all of its reasonable costs associated with the audit.

6.3.7.7 CLEC will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years.

6.3.7.8 SBC can seek an audit for any particular High-Cap EEL for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report. and (ii) the twenty-four (24) month period immediately preceding the date notice of such requested audit is provided to CLEC, but in any event not prior to the date the circuit was established.

6.3.7.9 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6.0 is limited to two years prior to the date of the Notice of Audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment ("CFA") and/or Assigned Point of Termination ("APOT"). The CFA/APOT are the assignments CLEC provides to SBC from CLEC's collocation arrangement.

6.4.2 SBC will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The High Cap EEL may be obtained by CLEC if available and if CLEC meets all Eligibility Criteria set forth in this Section 6.0.

6.5 Other than the Eligibility Criteria set forth in this Section, SBC shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service CLEC seeks to offer.

7.0 Availability of HFPL for Purposes of Line Sharing.

7.1 SBC shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the High Frequency Portion of the Loop ("HFPL") in accordance with the TRO and associated Rules 51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: SBC will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC charged prior to October 2, 2003 as set forth in the Pricing Schedule of the Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over

a stand-alone xDSL Loop purchased from SBC, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications.

8.1 Routine Network Modifications – UNE Local Loops

- 8.1.1 SBC shall make all routine network modifications to UNE Local Loop facilities used by CLEC where the requested UNE Local Loop facility has already been constructed. SBC shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.1.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the ILEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes or conduits or installing new terminals. SBC is not obligated to perform such activities for CLEC.
- 8.1.4 Intentionally omitted.
- 8.1.5 SBC shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and in the state specific Pricing Schedule. SBC shall impose charges for routine network modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. SBC shall expressly certify that no costs recovered by routine network modification charges are recovered by any other rate or charge. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings. In the event the ICC establishes or approves a rate for a routine network modification other than adding a doubler or repeaters, installing an equipment shelf and any other necessary work and parts associated with a repeater shelf to the extent such equipment is not present on the loop or transport facility when ordered, or splicing of dark fiber, any difference between that rate and the ICB rate actually charged by SBC Illinois for such routine network modification within the two (2) years prior to the date the ICC establishes or approves a rate shall be subject to true up, unless the Parties agree to a different period for such true-up or the ICC's order establishing or approving the rate establishes, based on clear and convincing evidence presented by the Party advocating a different true-up period, that a different true-up period should apply. The Parties acknowledge that they have agreed to the 2 year true-up period set forth above in the interests of certainty and to minimize disputes.

8.2 Routine Network Modifications –UNE Dedicated Transport and Dark Fiber

- 8.2.1 SBC shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CLEC where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without

regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits or installing new terminals. SBC is not obligated to perform the above stated activities for CLEC. However, when CLEC purchases Dark Fiber, SBC shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 Batch Hot Cut Process: The “Batch Hot Cut Process Offerings” are new hot cut processes developed after multi-state collaboration between SBC and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC’s underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for conversions of voice service provisioned by SBC as retail, resale, UNE-P or Local Wholesale Complete™ (including instances where such arrangement is provided through a commercial arrangement) to non-SBC-provided switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on SBC’s CLEC Online website (or successor website). Any future enhancements or modifications to SBC’s Batch Hot Cut Process Offerings will be made in accordance with SBC’s Change Management Process. SBC will ensure that its Batch Hot Cut Process Offerings comply with all applicable ICC batch cut rulings. Any changes to the volumes, provisioning, intervals or prices of SBC’s Batch Hot Cut Process Offerings shall be incorporated into the Agreement by amendment, based on negotiations between SBC and CLEC, or, if necessary, in accordance with Section 252. Any disputes between SBC and CLEC relating to SBC’s Batch Hot Cut Process Offerings shall be handled in accordance with the dispute resolution processes in the Agreement.

9.1 General:

9.1.1 Enhanced Daily Process: The “Enhanced Daily Process” option is designed to support hot cuts associated with new customer acquisitions. SBC places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.

9.1.2 Defined Batch Hot Cut Process – The “Defined Batch Hot Cut Process” is designed to support hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using SBC -provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that SBC must accept for a single day in a single central office for all CLECs combined is two hundred lines.

9.1.3 Bulk Project Offering – The “Bulk Project Offering” is designed to support large volumes of hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using SBC -provided switching to service provisioned using CLEC -provided switching.

9.1.4 The Coordinated Hot Cut (“CHC”) and Frame Due Time (“FDT”) options for the Enhanced Daily Process, the Defined Batch Process, and the Bulk Project offering (collectively, the “Batch Hot Cut Offerings”) are specific to these processes and may differ from CHC and FDT options offered for other hot cut offerings. The CHC option for the Batch Hot Cut Offerings allows a CLEC to request that SBC reserve central office and local operation personnel to coordinate with the CLEC during a given time frame to migrate the end user with a minimum of downtime. The FDT option for the

Batch Hot Cut Offerings allows CLEC to request that SBC perform the hot cut anytime within a given time frame (typically an hour) on the loop due date.

9.1.5 If the CLEC is acting as a wholesale switching provider to the end user's retail voice provider, the CLEC will submit Batch Hot Cut Process orders using the CLEC's OCN and the end user's retail voice provider will not issue orders to SBC. SBC will accept the Batch Hot Cut order from the CLEC acting as a wholesale switching provider and perform the batch hot cuts that cross-connect the unbundled loops to the wholesale CLEC's collocation. If CLEC requests Batch Hot Cuts while acting as a wholesale switching provider, SBC will assess the applicable charges for the Batch Hot Cut to CLEC, not to the retail voice provider. When CLEC is acting as a wholesale switching provider, it may include requests for batch hot cuts for lines currently served by one or more retail CLECs, as well as lines from its own embedded base, within the same batch.

9.2 Pricing for Batch Hot Cut Process Offerings

9.2.1 The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC's underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This amendment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC's underlying interconnection Agreement.

10.0 Conversions

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, SBC shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the Eligibility Criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. SBC agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

10.1.2.1 For UNE conversion orders for which SBC has either a) not developed a process or b) developed a process that falls out for manual handling, SBC will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC may charge service order charges and/or record change charges, as applicable.

10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, SBC shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale

services to UNEs or combinations of UNEs. SBC may charge applicable service order charges or record change charges.

10.1.3 SBC will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions

10.1.3.1 When converting from a wholesale service to a UNE or combination of UNEs, the applicable non-recurring charges, if any, as governed by this Agreement and/or Tariff from which the UNE or UNE combination being converted to is ordered, shall apply.

10.1.4 SBC shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, in requesting a conversion of an SBC service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular SBC service sought to be converted.

11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops.

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where SBC has deployed such a Loop to premises that previously were not served by any SBC Loop.

11.1.2 Overbuilds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when SBC has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

- (a) SBC shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless SBC retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If SBC maintains the existing copper Loop pursuant to this Section 11.1.2, SBC need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, SBC shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
- (c) For each copper loop retired pursuant to Section 11.1.3 below, SBC shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC Loop, SBC must comply with the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements. If a CLEC is leasing a copper loop when SBC submits its notice pursuant to the foregoing sentence, SBC shall also provide CLEC with a copy of such short term notice via an accessible letter. In addition, SBC may not retire a copper loop currently leased by a CLEC unless SBC performs, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM)

loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the Pricing Schedule. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in SBC's Generic Interconnection Agreement.

- 11.1.4 SBC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, SBC's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict CLEC's ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, SBC will comply with Rules 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally

- 11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services SBC shall provide CLEC with nondiscriminatory access to the TDM features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the SBC central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, SBC is required to only make the TDM functionality available on an unbundled basis. The unbundling obligation associated with DS-1 loops is not limited by the rules adopted in the TRO for hybrid loops.
- 11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, SBC shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Schedule.
- 11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Schedule.
- 11.2.4 IDLC Hybrid Loops. Where a CLEC requests an unbundled loop to a premises to which SBC has deployed an IDLC Hybrid Loop, SBC can only charge the CLEC the least cost technically feasible method of unbundled access. SBC may not impose special construction or other non-standard charges (which does not include routine network modification charges permitted under Section 8.1.5 of this Attachment) to provision unbundled loops where it has deployed IDLC except as provided under this Agreement.
- 11.2.5 Feeder. SBC shall not be required to provide access to the feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Section 251 Unbundled Network Elements

- 12.1 Except as provided in Section 6.0 of this Attachment, SBC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements provided under Section 251 for the service CLEC seeks to offer.
- 12.2 CLEC may not access an unbundled network element under Section 251 for the exclusive provision of mobile wireless services or interexchange services.

- 12.3 A CLEC that accesses and uses an unbundled network element provided under Section 251 consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 Section 271 Obligations.

- 13.1 Intentionally left blank.
- 13.2 Intentionally left blank.
- 13.3 Intentionally left blank.
- 13.4 Nothing in this Attachment shall expand or contract SBC's obligation, if any, to provide CLEC access to network elements pursuant to Section 271 in accordance with the terms of the Agreement. Nothing in this Attachment should be interpreted, or deemed as grounds for, amending the rates, terms and conditions (if any) by which SBC provides 271 Elements to CLEC. Provided, however, CLEC may request that any Section 251 unbundled network element or combination of network elements (including any TRO Affected Element or TRO Remand Affected Element) be reclassified as a corresponding 271 Element or Elements, provided that SBC is obligated to provide such elements under Section 271 under the Agreement. SBC will perform such reclassification at no charge.

14.0 Section 13-801 Obligations.

- 14.1 Section 13-801 Obligations are addressed in the attached Rider 1.

15.0 Entrance Facilities and Interconnection Facilities.

- 15.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with SBC's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
- 15.2 Notwithstanding Section 15.1, SBC is required to provide access to facilities that CLEC requests to interconnect with SBC's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").
- 15.3 Intentionally left blank.
- 15.4 For avoidance of doubt, CLEC may request that an Entrance Facility UNE be reclassified as an Interconnection Facility pursuant to Section 15.1 if CLEC will use the facility for interconnection in accordance with Section 15.2. SBC will perform such reclassification at no charge.

RIDER 1

Section 13-801 Obligations

- 1.1 Notwithstanding any determination of non-impairment that may affect SBC's obligations under Section 251 of the Act, CLEC may purchase the network elements (as defined in Section 13-216 of the Illinois Public Utilities Act and referred to herein as "13-801 Elements"), and interconnection required by Section 13-801 of the Illinois Public Utilities Act and applicable ICC orders interpreting Section 13-801 by providing such network elements, combinations thereof and interconnection pursuant to the rates, terms and conditions set forth in SBC's intrastate tariff, ILL. C. C. No. 20, Part 19. Should SBC's intrastate tariff for any or all 13-801 network elements be canceled or withdrawn for any reason other than that SBC is no longer required by law to offer such network elements under Section 13-801, the prices, terms and conditions for 13-801 network elements in such tariff shall nonetheless be deemed to be incorporated into and to continue in effect as part of the Agreement. The prices, terms and conditions to be incorporated shall be as they existed as of the date the tariff was cancelled or withdrawn.
- 1.2 Intentionally left blank.
- 1.3 The recurring monthly rates for UNE-P in the above-referenced tariff shall be increased by \$1. The recurring monthly rates for DS1, DS3 and dark fiber loops and transport in the above-referenced tariffs that SBC is not obligated to provide as unbundled network elements pursuant to Section 251(c) shall be increased by 15%.
- 1.4 If the Parties negotiate rates for Section 13-801 Elements other than those described in Sections 1.1 and 1.3, such revised rates shall be effective on the date of the ICC order approving an amendment to the Agreement adopting such revised rates. If the ICC issues an order in a proceeding of general applicability pursuant to Section 13-801 (g) or other applicable provision of the Illinois Public Utilities Act resulting in rates for network elements and/or interconnection provided by SBC in accordance with Section 13-801 that are different than the rates described in Sections 1.1 and 1.3, such revised rates shall be effective for purposes of this Agreement on the later of the date of the ICC order or the date that revised tariffs resulting from the ICC order become effective.
- 1.5 This Rider applies only to network elements that SBC is not required to offer as UNEs under Section 251 of the Act.
- 1.6 Upon request, SBC will reclassify at no charge any Section 251 UNE or combination of UNEs to any Section 13-801 element or elements, provided such 13-801 element or elements are provided for in this Rider.
- 1.7 On February 25, 2005, SBC Illinois filed a complaint and motion for preliminary injunction in federal district court for the Northern District of Illinois requesting that Court enjoin the Illinois Commerce Commission from enforcing the provisions of Section 13-801 of the Illinois Public Utilities Act, as interpreted by the June 11, 2002 Order in Docket 01-0614, the Order itself and the implementing tariffs, insofar as they would require SBC to provide unbundled access to local switching, related elements and UNE-P after March 11, 2005, on the grounds that any such requirement is inconsistent with and preempted by the federal Telecommunications Act of 1996 and the TRO. To the extent the Court enjoins enforcement of one or more of SBC's obligations under Section 13-801 to provide network elements or methods of interconnection, or if SBC's obligation to provide one or more network elements or methods of interconnection under Section 13-801 is otherwise discontinued, enjoined or vacated by any court, the ICC, the FCC or the Legislature, the affected obligation shall automatically terminate and SBC shall no longer be required to provide such Section 13-801 network elements under the Agreement and this Amendment.

RIDER 2

Batch Hot Cut Process Offerings Pricing Schedule

<u>Rate Element</u>	<u>USOC</u>	<u>Rate</u>
<u>Enhanced Daily Rates</u>		
Enhanced Daily FDT Basic	NRFHA	\$29.84
Enhanced Daily CHC Basic	NRFHB	\$33.92
Enhanced Daily IDLC Basic	NRFHC	\$89.31
<u>Defined Batch Rates</u>		
Defined FDT Basic	NRFHD	\$25.28
Defined CHC Basic	NRFHE	\$26.64
Defined FDT Expanded	NRFHF	\$25.62
Defined CHC Expanded	NRFHG	\$26.92
Defined IDLC Basic	NRFHH	\$88.65
<u>Bulk Batch Rates</u>		
Bulk FDT Basic	NRFHJ	\$25.21
Bulk CHC Basic	NRFHK	\$26.57
Bulk FDT Expanded	NRFHL	\$25.54
Bulk CHC Expanded	NRFHM	\$26.86
Bulk FDT Premium	NRFHN	\$27.68
Bulk CHC Premium	NRFHO	\$29.30
Bulk IDLC Basic	NRFHP	\$88.65

AT&T Wholesale Amendment

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
BITWISE COMMUNICATIONS, INC.

This Amendment modifies the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois¹ ("AT&T") and BitWise Communications, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Illinois.

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"), approved 12/19/2001 and further amended from time to time (the "Agreement"); and

WHEREAS, the Parties amended said Agreement (the "TRO/TRRO Amendment") pursuant to the Illinois Commerce Commission's ("IL-CC's") Order in Case No. 05-0442 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Illinois Order"); and

WHEREAS, on September 21, 2007, the United States District Court for the Northern District of Illinois issued an order reversing, in part, the Illinois Order; and

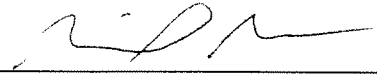
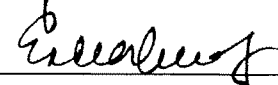
WHEREAS, the Parties desire to amend the Agreement and, more specifically, the TRO/TRRO Amendment, to reflect the Court's decision;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. The TRO/TRRO Amendment, under the Illinois TRO/TRRO Attachment thereto, is amended as stated below:
 - 1.1 The clause "serving Mass Market Customers" is deleted from the text of Section 0.1.2;
 - 1.2 The clause "serving a Mass Market Customer premises" is deleted from the text of Section 0.1.3;
 - 1.3 The clause "serves a Mass Market Customer and " is deleted from the text of Section 0.1.4; and
 - 1.4 The text of Section 0.1.5 is removed in its entirety and replaced with "Intentionally left blank."
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the IL-CC and shall become effective ten (10) days following approval by such Commission.

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

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

BitWise Communications, Inc.By: Printed: Michael ShulerTitle: CEO
(Print or Type)Date: 9/14/2009**Illinois Bell Telephone Company d/b/a AT&T Illinois by
AT&T Operations, Inc., its authorized agent**By: 

Printed: Eddie A. Reed, Jr.

Title: Director – Interconnection Agreements

Date: 9-24-09**Resale OCN
UNE OCN 5800
Switch Based OCN 5800
ACNA BIW**

AT&T Wholesale Amendment

AMENDMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
ITV-3, INC.



Signature: eSigned - Levi DinklaSignature: eSigned - William A. BockelmanName: eSigned - Levi Dinkla
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Vice President
(Print or Type)Title: Director
(Print or Type)Date: 02 Dec 2014Date: 02 Dec 2014

iTV-3, Inc.

Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent

State	ULEC OCN	CLEC OCN
ILLINOIS	5800	5800

Description	ACNA Code(s)
ACNA(s)	BIW

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
ITV-3, INC.**

The Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T ILLINOIS") and iTV-3, Inc. (f/k/a Bitwise Communications, Inc.), is hereby amended as follows.

WHEREAS, AT&T ILLINOIS and Bitwise Communications, Inc. ("Bitwise") are the parties to that certain "Interconnection Agreement" approved as of December 19, 2001 (the "Agreement"); and

WHEREAS, Bitwise has changed its name to "iTV-3, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T ILLINOIS and iTV-3, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Bitwise Communications, Inc." to "iTV-3, Inc."
2. AT&T ILLINOIS shall reflect that name change from "Bitwise Communications, Inc." to "iTV-3, Inc." only for the main billing account (header card) for each of the accounts previously billed to Bitwise. AT&T ILLINOIS shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T ILLINOIS' records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, iTV-3, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Bitwise with AT&T ILLINOIS for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, iTV-3, Inc. shall operate with AT&T ILLINOIS under the "iTV-3, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under iTV-3, Inc., and labeling (including re-labeling) equipment and facilities with iTV-3, Inc. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all applicable billing accounts (BANS), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
4. The Parties agree to replace Section 17 of the General Terms and Conditions of the Interconnection Agreement with the following language:

17.0 Notices

17.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

17.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

17.1.2 delivered by facsimile provided CLEC and/or AT&T Illinois has provided such information in Section 17.3 below.

17.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T Illinois has provided such information in Section 17.3 below.

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

17.2.1 the date of actual receipt;

17.2.2 the next Business Day when sent via express delivery service;

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

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

17.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T Illinois.

17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kristy Miller Corporate Accountant
STREET ADDRESS	1022 E. Adams
CITY, STATE, ZIP CODE	Springfield, IL 62703
PHONE NUMBER*	(847) 904-9132
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Kristy.miller@familyvideo.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-712-5792
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.

17.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17.4. 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.

5. 17.5AT&T Illinois communicates official information to CARRIERS 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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 be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

AT&T Wholesale Amendment

AMENDMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS
AND
ITV-3, LLC D/B/A ITV-3 OF CENTRAL ILLINOIS, LLC



Signature: eSigned - Dan KennedySignature: eSigned - William BockelmanName: eSigned - Dan Kennedy
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: COO
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 20 Jun 2018Date: 20 Jun 2018

iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC

Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent

State	ULEC OCN	CLEC OCN
ILLINOIS	5800	5800

Description	ACNA Code(s)
ACNA(s)	BIW

**AMENDMENT TO THE AGREEMENT
BETWEEN
ITV-3, LLC D/B/A ITV-3 OF CENTRAL ILLINOIS, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

This amendment ("Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T") and iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved December 19, 2001 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, iTV-3, Inc. has changed its name to "iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. The Agreement is hereby amended to reflect the name change from "iTV-3, Inc." to "iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC".
4. AT&T shall reflect that name change from "iTV-3, Inc." to "iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC" only for the main billing account (header card) for each of the accounts previously billed to iTV-3, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by iTV-3, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
5. Once this Amendment is effective, iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC shall operate with AT&T under the "iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC, and labeling (including re-labeling) equipment and facilities with iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update

CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

6. The Parties agree to replace Section N from the Agreement with the following language:

N. Notices

- N.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:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

- N.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:

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.

N.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.

- N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Tasha Moretto Controller
STREET ADDRESS	602 High Point Lane
CITY, STATE, ZIP CODE	East Peoria, IL 61611
PHONE NUMBER*	(309) 670-0561
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	accountspayable@itv-3.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 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 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 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. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
8. 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.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. 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.
13. For Illinois: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

Pricing Sheet
Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS

AND

ITV-3, LLC D/B/A ITV-3 OF CENTRAL ILLINOIS, LLC

Signature: eSigned - Dan Kennedy

Signature: eSigned - William Bockelman

Name: eSigned - Dan Kennedy
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: President
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 04 Aug 2020

Date: 04 Aug 2020

iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC

**Illinois Bell Telephone Company, LLC d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent**

**AMENDMENT TO THE AGREEMENT
BETWEEN
ITV-3, LLC D/B/A ITV-3 OF CENTRAL ILLINOIS, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS ("AT&T") and iTV-3, LLC d/b/a iTV-3 of Central Illinois, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed August 27, 2001 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 Illinois: 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.

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
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 - Initial - 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 - Initial - 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	NKCB A	

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	Provisioning - 4-Wire Analog Loop Connection - Initial Connection	EE7KX	NKCBC	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Disconnection	EE7KX	NKCBD	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Connection	EE7KX	NKCBF	
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 - Initial 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++		