

# **AT&T Wholesale Agreement**

**AGREEMENT**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS**

**AND**

**PHONOSCOPE LIGHT WAVE, INC.**



Signature: eSigned - Rhonda Cumming

Signature: eSigned - Kristen E. Shore

Name: eSigned - Rhonda Cumming  
(Print or Type)

Name: eSigned - Kristen E. Shore  
(Print or Type)

Title: President  
(Print or Type)

Title: Executive Director-Regulatory  
(Print or Type)

Date: 10 Sep 2015

Date: 18 Sep 2015

Phonoscope Light Wave, Inc.

Southwestern Bell Telephone Company d/b/a AT&T  
TEXAS by AT&T Services, Inc., its authorized agent

# INTERCONNECTION AGREEMENT-TEXAS

between

**SOUTHWESTERN BELL TELEPHONE COMPANY  
D/B/A AT&T TEXAS**

and

**CLEC**

**TABLE OF CONTENTS**  
**INTERCONNECTION AGREEMENT-TEXAS**  
**BETWEEN**  
**AT&T TEXAS**  
**AND**  
**CLEC**

1.	<u>Introduction</u> .....	6
2.	<u>Effective Date, Term and Termination</u> .....	7
3.	<u>Change in Applicable Law/Reservation of Rights</u> .....	8
4.	<u>Joint and Several Liability</u> .....	9
5.	<u>Assignment or Transfer of Agreement, Change in Control and Corporate Name Change</u> .....	9
6.	<u>Confidentiality and Proprietary Information</u> .....	10
7.	<u>Liability, Indemnification, Intellectual Property and Insurance</u> .....	12
8.	<u>Payment of Rates and Charges, Assurance of Payment</u> .....	21
9.	<u>Dispute Resolution</u> .....	28
10.	<u>Non-Payment</u> .....	31
11.	<u>Notices</u> .....	33
12.	<u>Taxes</u> .....	34
13.	<u>Force Majeure</u> .....	36
14.	<u>Publicity</u> .....	37
15.	<u>Network Maintenance and Management</u> .....	37
16.	<u>Law Enforcement and Civil Process</u> .....	37
17.	<u>Changes in Subscriber Carrier Selection</u> .....	39
18.	<u>Amendments or Waivers</u> .....	40
19.	<u>Authority</u> .....	40
20.	<u>Binding Effect</u> .....	41
21.	<u>Consent</u> .....	41
22.	<u>Expenses</u> .....	41
23.	<u>Headings</u> .....	41
24.	<u>Relationship of Parties</u> .....	41
25.	<u>Conflict of Interest</u> .....	41
26.	<u>Multiple Counterparts</u> .....	41
27.	<u>Third Party Beneficiaries</u> .....	42
28.	<u>Regulatory Approval</u> .....	42
29.	<u>Trademarks and Trade Names</u> .....	42
30.	<u>Regulatory Authority</u> .....	42
31.	<u>Intentionally Left Blank</u> .....	43
32.	<u>Verification Reviews</u> .....	43
33.	<u>Complete Terms</u> .....	44
34.	<u>Cooperation on Preventing End User Fraud</u> .....	44
35.	<u>Notice of Network Changes/Notification of Other Information</u> .....	45
36.	<u>Good Faith Performance</u> .....	46
37.	<u>Responsibility of Each Party</u> .....	46
38.	<u>Intentionally Left Blank</u> .....	46
39.	<u>Governmental Compliance</u> .....	46

40. Responsibility for Environmental Contamination ..... 47

41. Subcontracting..... 48

42. Intentionally Left Blank..... 48

43. Severability ..... 48

44. Survival of Obligations ..... 49

45. Governing Law ..... 49

46. Performance Criteria..... 49

47. Other Obligations of CLEC ..... 49

48. Dialing Parity ..... 49

49. Branding ..... 49

50. Customer Inquiries ..... 50

51. Disclaimer of Warranties..... 50

52. No Waiver ..... 50

53. Definitions..... 50

54. Resale ..... 50

55. Unbundled Network Elements ..... 51

56. Ordering and Provisioning, Maintenance, Connectivity Billing  
and Reordering, and Provision of Customer Usage Data ..... 51

57. Intentionally Left Blank..... 51

58. Compensation for Delivery of Traffic..... 51

59. Ancillary Functions ..... 51

60. Other Requirement and Attachments ..... 51

## ATTACHMENTS

### Resale

Attachment 1: Resale

Appendix Services/Pricing

### Unbundled Network Elements

Attachment 6: 251 (c)(3) Unbundled Network Elements

Appendix Wire Center Classification to Attachment 6

Appendix Remand Order Embedded Base Temporary Rider to Attachment 6

Attachment 10SW: ABT-Billing-Collecting-Remitting and Clearinghouse

### Network Interconnection Architecture and Compensation

Attachment 11: NIA

Appendix ITR

Appendix NIM

Attachment 12: Intercarrier Compensation

### Ancillary Functions

Attachment 13: Ancillary Functions

Appendix Collocation

Appendix Poles, Conduit, ROW

### Other Requirements

Attachment 14: LRN-PNP

Attachment 15: E911

Attachment 16: Network Security

Attachment 17: Performance Measurements

Attachment 18: Customer Information Services

Attachment 21: Numbering

Attachment 24: Recording

Attachment 25: xDSL

Attachment 27: OSS

Attachment 28: Comprehensive Billing

Pricing Schedule

## INTERCONNECTION AGREEMENT – TEXAS

This Interconnection Agreement (Agreement) is between the CLEC identified on the signature page of this Agreement, ("CLEC") and Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T").

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement) is dated as of \_\_\_\_\_ by and between AT&T and CLEC only to the extent that AT&T provides Telephone Exchange Services as an ILEC in Texas and shall apply only to the state of Texas.

**WHEREAS**, pursuant to the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of AT&T services and for the provision by AT&T of Interconnection, Unbundled Network Elements, and Ancillary Functions as designated in the Attachments and Schedules attached hereto.

**WHEREAS**, on February 8, 1996, the Communications Act of 1934, 47 U.S.C. § 151 et seq., was amended by the Telecommunications Act of 1996; and

**WHEREAS**, the Act places certain duties and obligations upon, and grants certain rights to, telecommunications carriers; and

**WHEREAS**, AT&T is an Incumbent Local Exchange Carrier or has a majority ownership interest in local exchange companies ("ILECs") which are Incumbent Local Exchange Carriers; and

**WHEREAS**, AT&T is willing to provide Interconnection, Unbundled Network Elements, ancillary functions or services, services for resale and additional features, on the terms and subject to the conditions of this Agreement; and

**WHEREAS**, for purposes of this Agreement, CLEC operates or intends to operate in the State of Texas where AT&T is the ILEC and CLEC 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 local Telephone Exchange Services in said ILEC service areas by the Public Utilities Commission of Texas ("Commission");

**WHEREAS**, CLEC is a telecommunications carrier and has requested that AT&T negotiate an Agreement with CLEC for the provision of Interconnection, Unbundled Network Elements, ancillary functions or services, services for resale, and additional features pursuant to the Act and in conformance with AT&T's duties under the Act; and

**WHEREAS**, the Parties have arrived at this Agreement through procedures undertaken pursuant to the Act, and acknowledge that its terms and conditions are subject to the Act, including Sections 251 and 252 thereof.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants of this Agreement CLEC and AT&T hereby agree as follows:



## 1. INTRODUCTION

- 1.1 CLEC's current Interconnection Agreement sets forth the terms and conditions pursuant to which AT&T agrees to provide CLEC with access to unbundled network elements (UNEs), Collocation and Resale in AT&T's incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that AT&T is only obligated to make available UNEs, Collocation and Resale to CLEC in AT&T's incumbent local exchange areas. AT&T has no obligation to provide UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T's incumbent local exchange areas. In addition, AT&T is not obligated to provision UNEs, Collocation and Resale or provide any other rights under Section 251(c) of the Act outside of AT&T's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in CLEC's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the associated UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to CLEC for provisioning services within an AT&T incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement has been approved by the Commission and is in effect.
- 1.2 This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to AT&T's network and reciprocal compensation for the transport and termination of telecommunications. Provided however, all references to Resale in this Agreement, apply only where CLEC is purchasing resold services from AT&T pursuant to terms and conditions negotiated under Section 251(c)(4) of the Telecommunications Act of 1996 and incorporated into this Agreement.
- 1.3 Subject to the terms and conditions of this Agreement, the Unbundled Network Elements, Combinations or Resale services provided pursuant to this Agreement may be connected to other Unbundled Network Elements, Combinations or Resale services provided by AT&T or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete, relocate or modify the Resale services, Unbundled Network Elements or Combinations purchased hereunder.
- 1.4 Except as provided in this Agreement, during the term of this Agreement, AT&T will not discontinue, as to CLEC, any Unbundled Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, AT&T will not discontinue any Resale services or features offered to CLEC hereunder except as provided in this Agreement. This Section is not intended to impair AT&T's ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Unbundled Network Elements, Combinations or Ancillary Functions made by AT&T to CLEC as set forth in and during the term of this Agreement.
- 1.5 AT&T may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.6 This Agreement includes and incorporates herein the Attachments listed in the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.7 Unless otherwise provided in the Agreement, or as required by 47 U.S.C. §224, AT&T will perform all of its obligations concerning its offering of Resale services and Unbundled Network Elements under this Agreement throughout the entire service area in Texas where AT&T is the incumbent local exchange carrier.

## 2. EFFECTIVE DATE, TERM AND TERMINATION

- 2.1 The effective date of this Agreement (the "Effective Date") shall be ten (10) calendar days after the Texas Public Utilities Commission (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.
- 2.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for ninety (90) days after the Effective Date and continue in full force and effect on a month to month basis, thereafter until (i) superseded in accordance with the requirements of this Section or (ii) terminated pursuant to the requirements of this Section. Either Party may at any time after the Effective Date request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations. If 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 the survivability causes contained herein.
- 2.2.1 If either Party serves Notice of Expiration pursuant to Section 2.2, CLEC shall have twenty (20) calendar days to provide AT&T written confirmation if CLEC wishes to pursue a successor agreement with AT&T or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with AT&T, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with AT&T under Sections 251/252 of the Act. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 2.2.1.1 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T in its, as applicable, Notice of Expiration or the written confirmation required after receipt of AT&T's Notice of Expiration, 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. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement except those described in Section 44 of this Agreement, including but not limited to the obligations described in Section 2.4 below.
- 2.3 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of (i) termination by either Party under the terms of this Agreement; (ii) the date a successor agreement becomes effective or (iii) the date that is ten (10) months after the date on which AT&T received CLEC's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies.
- 2.4 CLEC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 44 below.
- 2.4.1 If, at any time during the term of this Agreement, AT&T is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T may, at its discretion, terminate this Agreement, without any

liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.

- 2.5 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement, other than as set forth in Section 10, 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 2.5 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.
- 2.6 As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non-payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.
- 2.7 In the event of expiration or termination of this Agreement other than pursuant to Section 2.5, AT&T and CLEC shall cooperate in good faith to effect an orderly and timely transition of service under this Agreement to CLEC or to another vendor. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, AT&T shall not terminate service to CLEC's end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. AT&T and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to AT&T in connection with this transition of service.

### 3. CHANGE OF LAW EVENT/RESERVATION OF RIGHTS

- 3.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the Parties before the Commission. In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement (e.g. *In the Matter of Connect America Fund, a National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-cost Universal Service Support, Developing a Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT No 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011 and subsequent authority) or which may be the subject of further review. 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 ("Change of Law Event") that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, either Party may require modification to the Agreement consistent with the action of the Change in Law Event by providing a written request to the other Party in accordance with Section 11 below ("Notices") to negotiate an amendment to the Agreement. With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute

resolution process provided for in this Agreement. In the absence of a specifically required effective date in the Change of Law Event, such modification shall be effective on the effective date of the amendment incorporating the change.

- 3.2 The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights to participate in any proceedings regarding the proper interpretation and/or application of the Act, applicable rules and regulations nor does it waive any rights, remedies, or arguments with respect to any provisions of this Agreement or any rules, regulations, Orders or laws upon which it is based, including its right to seek legal review or a stay pending appeal.

#### 4. JOINT AND SEVERAL LIABILITY

- 4.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.

#### 5. ASSIGNMENT OR TRANSFER OF AGREEMENT, CHANGE IN CONTROL AND CORPORATE NAME CHANGE

##### 5.1 Assignment or Transfer of Agreement

- 5.1.1 CLEC may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, Change in Control or any other manner, without the prior written consent of AT&T. For any proposed assignment or transfer CLEC shall provide AT&T with a minimum of one hundred twenty (120) calendar days advance written Notice of any assignment associated with a CLEC Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request AT&T's written consent. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. Any attempted assignment or transfer that is not permitted is void as to AT&T and need not be recognized by AT&T unless it consents or otherwise chooses to do so for a more limited purpose. CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to AT&T; provided such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate(s) if that Affiliate(s) is a party to a separate interconnection agreement with AT&T under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer of this Agreement by CLEC that is not permitted is void *ab initio*.

##### 5.2 CLEC Name Change

- 5.2.1 Any change in CLEC's corporate name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the CLEC name is changing, and no CLEC Company Code(s) are changing, constitutes a CLEC Name Change. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s). CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges

for each service order submitted by CLEC, or by AT&T on behalf of CLEC, for updating billing accounts and End User records, as set forth in the Pricing Schedule attachment of this Agreement.

5.2.2 The Parties agree to amend this Agreement to appropriately reflect any CLEC Name Change.

### 5.3 Company Code(s) Change

5.3.1 Unless within sixty (60) days of acquisition, CLEC provides AT&T with appropriate paperwork reflecting that Third Party-administered codes have been updated to reflect CLEC's name on each Company Code associated with acquired assets including but not limited to any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service, CLEC must submit an order for each acquired asset to reflect the change of ownership in all appropriate AT&T systems. All orders must be submitted no later than nine (9) months after the closing date of the acquisition.

5.3.1.1 In the event of a Company Code Change, CLEC shall comply with Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users.

5.3.1.2 For any CLEC Company Code Change, CLEC must negotiate a separate transfer or assignment agreement.

5.3.1.3 CLEC acknowledges that failing to comply with this Section 5 shall entitle AT&T to issue a Notice under and in accordance with Section 2.5 of this Agreement.

5.4 Wherever required by this Section 5, AT&T's consent shall be conditioned upon receipt of payment for all outstanding charges associated with any transferred or acquired assets.

5.5 CLEC acknowledges that CLEC may be required to tender additional assurance of payment to AT&T as a result of any assignment, acquisition or transfer of assets if requested under the terms of this Agreement.

## 6. CONFIDENTIALITY AND PROPRIETARY INFORMATION

6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") and identified by the Discloser as Confidential Information in accordance with this Section 6. Additionally, such Confidential Information shall include 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, 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").

### 6.2 Treatment of Confidential Information

6.2.1 All information which is to be treated as Confidential Information under this Agreement shall:

(a) if in written, graphic, electromagnetic, or other tangible form, be marked as

"Confidential Information"; and

- (b) if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

- 6.2.2 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.
- 6.3 In addition, by way of example and not limitation, information regarding orders for Resale Services, Network Elements or Combinations placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC's customers pursuant to the Act and the rules and regulations of the FCC, and Recorded Usage Data as described in Attachment 28 concerning Recorded Usage Data, whether disclosed by CLEC to AT&T or otherwise acquired by AT&T in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement.
- 6.4 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.
- 6.5 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.6 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.7 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such

information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.

- 6.8 The Parties acknowledge that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Disclosing Party.
- 6.9 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.10 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.11 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

## 7. LIABILITY, INDEMNIFICATION, INTELLECTUAL PROPERTY AND INSURANCE

### 7.1 Limitation of Liabilities

- 7.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices or attachments, 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 inadvertent omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount AT&T 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. "Loss" is defined as 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).
- 7.1.2 Except as otherwise provided below or in specific Attachments or Schedules or other attachments to this Agreement, in the case of any loss alleged or claimed by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion 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.
- 7.1.3 AT&T shall not be liable to CLEC 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 AT&T 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.

- 7.1.4 In the event CLEC provides E911 Service to AT&T, CLEC shall not be liable to AT&T, 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 AT&T until service is restored.

## 7.2 No Consequential Damages

- 7.2.1 NEITHER CLEC NOR AT&T WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT AT&T'S OR CLEC'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY AT&T OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

THE LIMITATIONS OF LIABILITY OUTLINED ABOVE DO NOT PRECLUDE PARTIES FROM SEEKING DAMAGES IN ANY COURT OF COMPETENT JURISDICTION.

## 7.3 Obligation to Indemnify

- 7.3.1 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnitee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a Claim) (i) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (ii) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors.



7.3.1.1 In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional or willful misconduct or breach of applicable law of the other (Indemnified) Party.

7.3.2 Intellectual Property

7.3.2.1 CLEC acknowledges that its right under this Agreement to interconnect with AT&T network and to unbundle and/or combine AT&T 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.

7.3.3 The Parties will abide by the April 27, 2000 FCC order in CC Docket No. 96-98 (File No. CCBPol. 97-4), *In the Matter of Petition of MCI for Declaratory Ruling*.

7.3.3.1 AT&T agrees to use its best efforts to obtain co-extensive rights for CLEC, under commercially reasonable terms, for Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as AT&T.

7.3.3.2 AT&T 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 AT&T.

7.3.3.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, AT&T shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to AT&T under the vendor contract and the terms of the contract (excluding cost terms). AT&T shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

7.3.4 Except as may be required by state or federal law, nothing in this Agreement shall be construed as licenses to use such Intellectual Property rights or warranties, express or implied, concerning CLEC's (or any third party's) 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 AT&T'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 AT&T agrees in Section 7.3.3.1 to use its best efforts to obtain.

7.3.5 Unless otherwise required by Applicable Law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the

performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim that arises out of, is caused by, or relates to CLEC's interconnection with AT&T's network and unbundling and/or combining AT&T'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 AT&T agrees in Section 7.3.3.1 to use its best efforts to obtain.

- 7.3.6 CLEC acknowledges that services and facilities to be provided by AT&T hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit AT&T to provide to CLEC, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to CLEC under this Agreement, then, as may be required by applicable state or federal law:
- a) AT&T agrees to provide written notification to CLEC, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and
  - b) For any new agreements that AT&T enters into or existing agreements that it renews, AT&T shall use its best efforts to procure rights or licenses to allow AT&T to provide to CLEC the particular unbundled Network Element(s), on terms comparable to terms provided to AT&T, directly or on behalf of CLEC ("Additional Rights/Licenses").
  - c) For any new agreements that AT&T enters into or existing agreements that it renews, in the event that AT&T, after using its best efforts, is unable to procure Additional Rights/Licenses for CLEC, AT&T will promptly provide written notification CLEC of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts CLEC's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.
  - d) In the event CLEC provides in writing within thirty (30) calendar days of written notice in section (c) above that AT&T has not exercised such best efforts, CLEC may seek a determination through an expedited petition to the Public Utility Commission of Texas as to whether AT&T has exercised such best efforts.
  - e) If and to the extent AT&T is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional fees, in renegotiating with its vendors or licensors, AT&T may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including AT&T, provided, however, all costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 7.3.3.1, 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 AT&T.

7.3.7 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

7.3.8 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either party under this Agreement, that utilizes such Intellectual Property to function properly.

#### 7.4 Obligation to Defend; Notice; Cooperation

7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will 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. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee 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 Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party. 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.

#### 7.5 OSHA Statement

7.5.1 CLEC, in recognition of AT&T's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of AT&T with all federal, state and local laws, safety and health regulations relating to CLEC's activities concerning Collocated Space, and to indemnify and hold AT&T harmless for any judgments, citations, fines, or other penalties which are assessed against AT&T as the result solely of CLEC's failure to comply with any of the foregoing. AT&T, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold CLEC harmless for

any judgments, citations, fines or other penalties which are assessed against CLEC as a result solely of AT&T's failure to comply with any of the foregoing.

## 7.6 Compliance and Certification

7.6.1 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.

7.6.2 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act, Pub. L. No. 103-414, 108 Stat. 4279 (1994) (codified as amended in 18 U.S.C. § 2522, and 47 U.S.C. §§ 229, 1001-1010) ("CALEA"). The Parties agree to work jointly, cooperatively and in good faith to allow each Party to comply with CALEA. Unless otherwise specified, each Party shall bear its own cost of complying with CALEA.

### 7.6.3 OSS

7.6.3.1 CLEC shall be responsible for and indemnifies AT&T against any cost, expense or liability relating to any unauthorized entry or access into, or improper use or manipulation of AT&T's OSS by CLEC employees or persons using authorization granted to that person by CLEC to access AT&T's OSS and shall pay AT&T for any and all damages caused by such unauthorized entry, improper use or manipulation of AT&T's OSS.

## 7.7 Minimum Insurance Requirements

7.7.1 At all times during the term of this Agreement, CLEC 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:

7.7.2 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

7.7.2.1 \$1,000,000 for Bodily Injury – each accident; and

7.7.2.2 \$1,000,000 for Bodily Injury by disease – policy limits; and

7.7.2.3 \$1,000,000 for Bodily Injury by disease – each employee.

7.7.2.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees; and

7.7.2.5 In states where Workers' Compensation insurance is a monopolistic state-run system, CLEC shall add Stop Gap Employers Liability with limits not less than \$1,000,000 each accident or disease; and,

7.7.2.6 To the extent that any Work is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, Federal Employers Liability Act, Continental

Shelf, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.

- 7.7.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

**Non-Collocating**

- 7.7.3.1 \$2,000,000 General Aggregate; and
- 7.7.3.2 \$1,000,000 Each Occurrence; and
- 7.7.3.3 \$1,000,000 Personal Injury and Advertising Injury; and
- 7.7.3.4 \$2,000,000 Products/Completed Operations Aggregate; and
- 7.7.3.5 \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

**Collocating**

- 7.7.3.6 \$10,000,000 General Aggregate; and
- 7.7.3.7 \$5,000,000 Each Occurrence; and
- 7.7.3.8 \$5,000,000 Personal Injury and Advertising Injury; and
- 7.7.3.9 \$10,000,000 Products/Completed Operations Aggregate; and
- 7.7.3.10 \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).
- 7.7.3.11 The Commercial General Liability insurance policy must include AT&T, its Affiliates, and their directors, officers, and employees as Additional Insureds on ISO endorsement(s):
- 7.7.3.11.1 CG 20 10 (premises or operations) and CG 20 37 (products or completed operations); or
- 7.7.3.11.2 CG 20 26; or
- 7.7.3.11.3 substitute form(s) providing equivalent coverage to 7.7.3.11.1 or 7.7.3.11.2 listed above.
- 7.7.3.12 CLEC shall also provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees; and

7.7.3.13 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T; and

7.7.3.14 not exclude explosion, Collapse, and Underground Damage Liability must not be excluded from the Commercial General Liability policy for any Work involving explosives or any underground Work and Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as the Commercial General Liability policy.

7.7.4 Automobile Liability Insurance

7.7.4.1 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

7.7.4.2 Automobile Liability insurance with minimum limits of \$2,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles for a Collocated CLEC.

7.7.5 Umbrella/Excess insurance with limits of at least \$1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers' Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self insurance that is maintained by AT&T. If Additional Insured status is required on underlying policies, Additional Insured status will be added to Umbrella/Excess Liability on the same terms.

7.7.6 Subcontractor Coverage:

7.7.6.1 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 7.7.2 through 7.7.5, as applicable, of this Agreement.

7.7.7 Companies Affording Insurance:

7.7.7.1 The Parties agrees that companies affording the insurance coverage required under Section 7.7 shall have a rating of A- 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 AT&T, CLEC shall provide to AT&T evidence of such insurance coverage.

7.7.7.2 Each Party agrees to provide AT&T with at least thirty (30) calendar days advance written notice of cancellation, reduction in coverage, terms or limits or non-renewal of any of the insurance policies required herein.

7.7.8 Self Insurance:

7.7.8.1 AT&T agrees to accept CLEC's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

7.7.8.2 CLEC shall submit AT&T a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employee's state of hire; and

7.7.8.2.1 provide a copy of the Certificate of Authority annually for the term of this Agreement; and

- 7.7.8.2.2 obtain Workers' Compensation and Employers' Liability insurance immediately if the state rescinds the Certificate of Authority.
- 7.7.8.2.3 The option to self insure Workers' Compensation is specific to CLEC and does not extend to subcontractors CLEC may hire.
- 7.7.8.3 Commercial General Liability:
  - 7.7.8.3.1 CLEC shall provide a copy of the most recent audited financial statements with an unqualified opinion from the auditor; or
  - 7.7.8.3.2 provide a current Dun & Bradstreet report with a composite credit appraisal score of "1" or "2"; or
  - 7.7.8.3.3 maintain a long-term unsecured issuer rating of BBB- from Standard & Poors or Baa from Moody's during the term of this Agreement.
  - 7.7.8.3.4 In addition, CLEC shall maintain a net worth of a least ten (10) times the amount of insurance required; and
  - 7.7.8.3.5 obtain Commercial General Liability insurance immediately if the party is unable to comply with the financial strength and size requirements in the section; and
  - 7.7.8.3.6 provide this information annually for the term of the Agreement.

If CLEC is a publicly-traded company or a wholly-owned subsidiary of a publicly-traded company, the financial ratings of the publicly-traded company may be used to satisfy the requirements of this Section.

- 7.7.8.4 CLEC shall submit to AT&T a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
  - 7.7.8.4.1 provide a copy of the Certificate of Authority annually for the term of this Agreement; and
  - 7.7.8.4.2 obtain Automobile Liability insurance immediately if the state rescinds the Certificate of Authority to self insure Automobile Liability obligations.
  - 7.7.8.4.3 The option to self insure Automobile Liability is specific to CLEC and does not extend to subcontractors CLEC may hire.
- 7.7.8.5 CLEC must provide evidence acceptable to AT&T that it maintains at least an investment grade (e.g., A- 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.
- 7.7.9 This Section 7.7 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.

## 8.0 PAYMENT OF RATES AND CHARGES, ASSURANCE OF PAYMENT

8.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within forty-five (45) days from the date of the invoice. For purposes of this Agreement, the "Bill Due Date" shall be defined to mean forty-five (45) calendar days from the date of the invoice. If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to SBC-Texas as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided in Sections 8.2 and 8.3, as applicable.

8.1.1 If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made on the preceding business day.

8.2 If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, "Past Due"), then a late payment charge/interest\* shall be assessed as follows in Sections 8.2.1 and 8.2.2, as applicable. No other late payment fee or charge applies to overdue amounts.

\*For purposes of billing under this Agreement, the terms "interest" and "late payment charge" shall have the same meaning, as set forth in 8.2.1 and 8.2.2 below; provided, however, that neither party will assess a flat fee penalty charge. The parties shall only charge interest as set forth in Sections 8.2.1 and 8.2.2.

8.2.1 If any charge incurred under this Agreement that is billed out of a billing system other than the AT&T Customer Records Information System (CRIS) is past due, the unpaid amounts will accrue interest from the day following the Bill Due Date, until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable AT&T intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law.

8.2.2 If any charge incurred under this Agreement that is billed out of AT&T's CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date, until paid. The interest rate applied to AT&T CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T intrastate retail tariff governing Late Payment Charges to AT&T'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.

8.3 Each Party shall make all Payments in U.S. Dollars to the other party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by Party receiving the payment. At least thirty (30) days prior to the first transmission of billing data and information for payment, AT&T will provide the name and address



of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. CLEC and AT&T shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by the billing Party no later than the applicable due date of each bill or late payment charge/interest will apply as provided in Section 8.2.1 above. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

8.3.1 AT&T and CLEC shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.

8.3.2 In the event CLEC receives multiple and/or other bills from AT&T which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to AT&T's bank account designated pursuant to Section 8.3 and CLEC will provide AT&T with a payment advice pursuant to Section 8.3.1.

#### 8.4 Billing Disputes Related to Paid Amounts

8.4.1 In order for a Billed Party to dispute all or a portion of amounts it has paid, it must:

8.4.1.1 within eleven months of the Billed Party's receipt of the bill in question, give written notice to the Billing Party, by using the standard document, if any, made available by the Billing Party, unless otherwise agreed, of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, BAN/invoice number of the bill, the telephone number, customer code, circuit ID number or trunk number and the USOC information questioned). If the Billed Party determines that additional information should be submitted to the Billing Party to aid in the resolution of the bill dispute, then the Billed Party may submit the additional information in written form in conjunction with the completed AT&T standard bill dispute document.

8.4.1.2 follow the dispute resolution procedures set forth in Section 9, below.

8.4.2 If a Billed Party brings a dispute pursuant to this Section 8.4, and any portion of the dispute is resolved, at the conclusion of the applicable dispute resolution process pursuant to Section 9, in favor of the Billed Party, the Billing Party shall pay or credit the account of the Billed Party the amount determined through the dispute resolution process, plus interest computed in the manner specified under the dispute resolution process (or under Section 8.2, whichever is applicable), as follows:

(a) the Billing Party shall determine if the Billed Party has any undisputed amount Past Due (as defined under Section 8.2 of this Attachment) and owing to the Billing Party;

- (b) at the Billing Party's discretion, the amount determined through the dispute resolution process, plus interest computed in the manner specified under the dispute resolution process (or under Section 8.2, whichever is applicable), will be applied as a credit against the amount determined under subparagraph (a) preceding;
- (c) the amount so credited shall be reflected in the immediately next issued invoice with a breakout of the dispute resolution credit and accrued interest listed separately or other supplemental report with appropriate detail; and
- (d) to the extent the amount of dispute resolution exceeds the amount credited by the Billing Party in (a) then the Billing Party will issue a check to the Billed Party of that difference at the same time that the credit is issued pursuant to subparagraph (b).

8.4.2.1 The Parties also agree that the foregoing credit process will not apply to any significant settlements that the Parties enter into that expressly specify a reconciliation process, in which event the terms of such settlement agreement will govern the payment of the settlement amounts.

#### 8.5 Billing Disputes Related to Unpaid Disputed Amounts; Escrow Requirements

8.5.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, on or before the applicable due date, advise the Billing Party in writing by using the standard document, if any, made available by the Billing Party, unless otherwise agreed, of the amounts it disputes ("Disputed Amounts") and within ten (10) business days after the applicable due date give the Billing Party written notice of the amount disputed, specific details and reasons for disputing each item (including, without limitation, as applicable, the date of the bill in question BAN/invoice number of the bill, the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), unless the Parties agree a lesser level of detail is necessary), and pay to the Billing Party all undisputed unpaid charges by their applicable due date. All disputes must be in good faith and have a reasonable basis. If the Billed Party determines that additional information should be submitted to the Billing Party to aid in the resolution of the bill dispute, then the Billed Party may submit the additional information in written form in conjunction with the completed AT&T standard bill dispute document.

8.5.2 Intentionally left blank

8.5.3 The Billed Party shall pay (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in Section 8.7 below, place all Disputed Amounts, except for Disputed Amounts arising from compensation for the termination of Section 251(b)(5) Traffic or ISP-Bound Traffic, 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:

8.5.3.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;

8.5.3.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and

- 8.5.3.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.
- 8.5.3.4 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:
  - 8.5.3.4.1 The escrow account must be an interest bearing account;
  - 8.5.3.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
  - 8.5.3.4.3 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;
  - 8.5.3.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
- 8.5.3.5 Disbursements from the escrow account shall be limited to those:
  - 8.5.3.5.1 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
  - 8.5.3.5.2 made in accordance with the final, non-appealable order or award of an arbitrator appointed pursuant to the provisions of Sections 9.5.1 or 9.6.1; or
  - 8.5.3.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter an arbitrator's award pursuant to Section 9.6.1.
- 8.5.4 Disputed Amounts in escrow shall be subject to late payment charges/interest as set forth in Sections 8.2.1 and 8.2.2, as applicable.
- 8.5.5 Limitation on Backbilling and Credit Claims
  - 8.5.5.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

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

8.6 Intentionally Left Blank

8.7 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.5, above, if: (i) the Billed Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); or (ii) the Billed Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor or, (iii) if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.

8.8 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 9.

8.9 If the Billed Party disputes in accordance with Section 8.5, any charges and any portion of the dispute is resolved in favor of such Billed Party, the Parties shall cooperate to ensure that all of the following actions are taken:

8.9.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, including a credit for any late payment charge/interest assessed or applied with respect to such portion of the Disputed Amounts;

8.9.2 within fifteen (15) calendar days after resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be released to the Billed Party, together with any accrued interest thereon, and any portion of the Disputed Amounts not in escrow and resolved in favor of the Billed Party shall be paid to Billed Party, together with any late payment charge/interest assessed or applied with respect thereto; and

8.9.3 within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon (and if the accrued interest does not equal any late payment charge/interest that would have been assessed pursuant to Section 8.2.1 had the Disputed Amounts remained undisputed and unpaid during the period of the Dispute, the Billed Party shall remit payment of the difference to the Billing Party within this same time period) and, as applicable, any portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any late payment charge/interest assessed or applied with respect thereto.

8.10 Failure by the Billed Party to knowingly take all necessary actions to effect a release of escrowed Disputed Amounts determined at the conclusion of the applicable dispute resolution process to be owed to the Billing Party or to pay any charges determined to be owed to the Billing Party within

the time specified in Section 8.9 shall be grounds for termination of this Agreement as specified in Section 10.2, following.

#### 8.11 Assurance of Payment

8.11.1 Upon request by AT&T, CLEC will provide AT&T with the AT&T Credit Profile form and provide information to AT&T regarding CLEC's credit and financial condition.

8.11.2 Assurance of payment may be requested by AT&T:

8.11.2.1 If based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding CLEC's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from Third Party financial sources; or

8.11.2.2 CLEC fails to timely pay a bill rendered to CLEC by AT&T (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 12.4 below); and/or

8.11.2.3 CLEC's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CLEC's "accounts receivables and proceeds"; or

8.11.2.4 When CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding..

8.11.3 If AT&T requires CLEC to provide a security deposit, CLEC shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T's request, as applicable. Deposit request notices will be sent to CLEC via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's applicable Tariff.

8.11.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:

8.11.4.1 a Cash Deposit; or

8.11.4.2 a Letter of Credit; or

8.11.4.3 a Surety Bond.

8.11.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T, for the Interconnection Services, 251(c)(3) UNEs, Collocation or any other functions, facilities, products or services to be furnished by AT&T under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CLEC has received service from AT&T during

such period at a level comparable to that anticipated to occur over the next six (6) months. If either CLEC or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CLEC and AT&T shall agree on a level of estimated billings based on all relevant information.

- 8.11.6 To the extent that AT&T elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 8.11.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate AT&T Tariff. AT&T will not pay interest on a Letter of Credit or a Surety Bond.
- 8.11.8 AT&T may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 8.11.8.1 CLEC owes AT&T undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 8.11.8.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 8.11.8.3 The expiration or termination of this Agreement.
- 8.11.9 If AT&T draws on the Letter of Credit or Cash Deposit, upon request by AT&T, CLEC will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 8.11.4 above.
- 8.11.10 Notwithstanding anything else set forth in this Agreement, if AT&T makes a request for assurance of payment in accordance with the terms of this Section 8.11 then AT&T shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T with the assurance of payment requested; provided, however, that AT&T will permit CLEC a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 8.11.
- 8.11.11 In the event CLEC fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CLEC may be suspended, discontinued or terminated in accordance with the terms of Section 10.0 below. Upon termination of services, AT&T shall apply any security deposit to CLEC's final bill for its account(s). If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T may also invoke the provisions set forth in Section 10. below.

- 8.11.12 A Cash Deposit held by AT&T shall be returned to CLEC if the following conditions have been met:
- 8.11.12.1 Payment was made on bills rendered to CLEC by AT&T (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 12.4 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and
- 8.11.12.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.
- 8.11.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 8.11.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by CLEC as security under this Agreement, CLEC shall renew such Letter of Credit or provide AT&T with evidence that CLEC has obtained a suitable replacement for the Letter of Credit. If CLEC fails to comply with the foregoing, AT&T shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for CLEC accounts(s). If CLEC provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, CLEC shall renew the Surety Bond or provide AT&T with evidence that CLEC has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If CLEC fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CLEC's account(s). If the credit rating of any bonding company that has provided CLEC with a Surety Bond provided as security hereunder has fallen below "B", AT&T will provide written Notice to CLEC that CLEC must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T's written Notice. If CLEC fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CLEC's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by CLEC as security hereunder if CLEC defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

## 9. DISPUTE RESOLUTION

### 9.1 Finality of Disputes

- 9.1.1 Except as otherwise specifically provided in this Agreement (for example, in Section 8.5.1, above), no claims will be brought for disputes arising from this Agreement more than 12 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. Likewise, no back bill will be issued for charges arising from this Agreement more than 12 months from the date of the service, occurrence or event giving rise to the charge or back bill.

- 9.1.2 During the pendency of resolution of any dispute raised in accordance with this Section 9 of this Agreement, whether by settlement or by arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, discontinue or cease to provide all or any portion of obligations pursuant to this Agreement, unless otherwise directed by the other Party.

## 9.2 Alternative to Litigation

- 9.2.1 Dispute resolution under the procedures provided in this Section 9 shall be the preferred, but not the exclusive, remedy for all disputes between AT&T and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes as to which the Commission or such court, agency, or regulatory authority specifies a particular remedy or procedure. However, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, no action or complaint may be filed in the Commission or a court, agency or regulatory authority of competent jurisdiction before the Informal Resolution of Disputes procedures set forth in Section 9.3 below have been followed, in good faith, by the Party commencing such action or complaint.

## 9.3 Informal Resolution of Disputes

- 9.3.1 Upon receipt by one Party of written notice of a dispute, including billing disputes, 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 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.
- 9.3.2 If the Parties are unable to resolve a dispute through the informal procedures described above, then either Party may invoke the Formal Resolution of Disputes or the Parties may agree to invoke Arbitration processes set forth below. Unless the Parties otherwise agree, Formal Resolution of Disputes processes, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating informal dispute resolution under this Section 9.3.
- 9.3.3 Either Party may notify the other Party in writing at any time after the 60th day after the date of the letter initiating informal dispute resolution under this Section 9.3 that it considers the matter to be at impasse. Such notice shall be provided by any acceptable means under Section 11, below, other than via facsimile. If the other Party does not pursue additional dispute resolution measures pursuant to this Section 9 within 10



business days of the date of the notice letter, the notifying Party may exercise its rights to disconnection and termination in accordance with the processes set forth in Section 10.

9.4 If a bill closure process is mutually agreed to by the Parties, the procedures involved in such processes will not be deemed to place a particular billing item in dispute for purposes of this Section.

9.5 Formal Resolution of Disputes

9.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to billing disputes and matters not specifically addressed elsewhere in this Agreement which require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the applicable commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 9.6.

9.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

9.5.3 Claims Not Subject to Commercial Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to commercial arbitration as provided in Section 9.6 below and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

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

9.5.3.2 Actions to compel compliance with the Dispute Resolution process.

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

9.6 Commercial Arbitration

9.6.1 When both Parties agree to binding commercial arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association for commercial disputes or pursuant to such other provider of arbitration services or rules as the Parties may agree. The place where each separate arbitration will be held will be Dallas, Texas, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 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 30 days after the close of hearings. The arbitrator has 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. 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.

## 10. NON-PAYMENT

- 10.1 Failure to pay all or any portion of any amount required to be paid may be grounds for disconnection of Resale Services, Network Elements and Collocation under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, AT&T will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, Network Elements and Collocation furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to AT&T within fifteen (15) Calendar Days following receipt of the Billing Party's notice of Unpaid Charges.
- 10.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of AT&T's notice of Unpaid Charges:
- 10.2.1 notify AT&T 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 8.5.1 of this Agreement, together with the reasons for its dispute; and
- 10.2.2 pay all undisputed Unpaid Charges to AT&T; and
- 10.2.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.5, and
- 10.2.4 the Non-paying Party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth in Section 8.5 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.5 is furnished to AT&T, such Unpaid Charges will not be deemed to be "disputed" under Section 10.
- 10.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 9.
- 10.4 After expiration of the written notice furnished pursuant to Section 10.1 hereof, if Non-paying Party continues to fail to comply with Section 10.2.1 through 10.2.4, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, AT&T shall, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to Non-paying Party for payment within ten (10) calendar days of any of the obligations enumerated in Section 10.1. On the day that AT&T provides such written demand to the Non-paying Party, AT&T may also exercise any or all of the following options:
- 10.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or

- 10.4.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.
- 10.5 Notwithstanding anything to the contrary in this Agreement, AT&T's exercise of any of its options under Sections 10.5, 10.5.1 and 10.5.2:
- 10.5.1 will not delay or relieve the Non-paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
- 10.5.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.
- 10.6 A copy of the demand provided to the Non-paying Party under Section 10.5 will be provided to the Commission.
- 10.7 If the Non-Paying Party fails to pay AT&T on or before the date specified in the demand letter provided under Section 10.5 of this Agreement, AT&T may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by AT&T to the Non-Paying Party for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law:
- 10.7.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
- 10.7.2 disconnect any Resale Services, Network Elements and/or Collocation furnished under this Agreement. Disconnection of services shall occur for all services provided from AT&T for the Non-Paying Party's Billed Account Number (BAN).
- 10.8 Within five (5) calendar days following any such disconnection, AT&T will notify each Resale End User that because of Non-Paying Party's failure to pay AT&T, the End User's local service will continue for an additional thirty (30) calendar days and that the End User has thirty (30) calendar days from the disconnection date to select a new Local Service Provider. AT&T. AT&T will notify the Commission of the names of all Resale End Users who received a notice under Section 10.9.
- 10.9 If any Resale End User fails to select a new Local Service Provider within thirty (30) calendar days of the disconnection, AT&T may terminate the Resale End User's service.
- 10.10. AT&T will notify the Commission of the names of all Resale End Users whose local service was terminated pursuant to Section 10.10.
- 10.11 Non-Paying Party shall be responsible for all charges for any service furnished by AT&T to any End User pursuant to Section 10.9 hereof.
- 10.11.1 Nothing in this Agreement shall be interpreted to obligate AT&T to continue to provide local service to any Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights AT&T has with regard to such Resale End Users under Applicable Law.

**11. NOTICES**

11.1 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:

11.1.1 delivered by electronic mail (email).

11.1.2 delivered by facsimile.

11.2 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:

11.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 11.4 below.

11.2.2 delivered by facsimile provided CLEC has provided such information in Section 11.4 below.

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

11.3.1 the date of actual receipt.

11.3.2 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.

11.3.3 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.

11.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	David Caddle Chief Operating Officer
STREET ADDRESS	5959 Corporate Drive Suite 3300
CITY, STATE, ZIP CODE	Houston, Texas 77036
PHONE NUMBER*	832.615.7721
FACSIMILE NUMBER	713.510.1650
EMAIL ADDRESS	dcaddle@pslightwave.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.

11.5 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 11. 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.

11.6 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 11 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

11.6.1 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.

11.6.2 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.

**12. TAXES**

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

12.2 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. The following provisions govern the backbilling of Taxes by the providing Party:

- 12.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.
- 12.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate, as set forth in Section 2.3 of Attachment 28, Comprehensive Billing Attachment.
- 12.2.3 Notwithstanding Section 12.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.
- 12.3 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.
- 12.4 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 to the extent provided in Section 12.2 above and all subsections thereunder; 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.
- 12.5 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.
- 12.6 If either Party is audited by a taxing authority or other governmental entity, 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.

- 12.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 12.8 With respect to any Tax or Tax controversy covered by this Section 12, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 12.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 12 shall be sent in accordance with Section 11 hereof.

### 13. FORCE MAJEURE

- 13.1 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, labor disputes such as strikes and lockouts, 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, 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 conditions will 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 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 upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

## 14. PUBLICITY

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

## 15. NETWORK MAINTENANCE AND MANAGEMENT

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.
- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party will maintain the capability of respectively implementing basic protective controls such as "Cancel To" or "Call Gap."
- 15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

## 16. LAW ENFORCEMENT AND CIVIL PROCESS

### 16.1 Intercept Devices

- 16.1.1 Local and federal law enforcement agencies may periodically request information or assistance from either Party. When either Party receives a request associated with a customer of CLEC, the receiving Party will advise the law enforcement agency (LEA) that 1) this is a resold service; 2) AT&T is the underlying local service provider and CLEC provides the billing and customer care to its end-user customers; 3) an interception access point will be provided by AT&T; 4) both carriers should be named and served in the legal demand. AT&T should be named and served to provide the LEA with all inbound and outbound call detail records, the intercept access point and all technical assistance. CLEC should be named and served in the legal demand to provide verification of customer billing information (name and address) and copies of customer billing records; and 5) AT&T is responsible for billing any charges for services incurred by the LEA. However, if the LEA insists that AT&T immediately provide any requested information in its possession, and/or insists that AT&T not communicate with any other party about the request for information, including CLEC, then AT&T shall be permitted to comply with the LEA's valid request.



16.1.2 Should either Party receive a court order authorizing surveillance on the other Party's End User, the Party in receipt shall unless prohibited by the terms of such court order refer such order to the Party that serves the End User. Should a court order pertain to an CLEC customer (trap & trace, pen register or wiretap) or an ALS Type II customer (pen register or wiretap), the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. AT&T shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of court orders pertaining to pen registers or wiretaps. Additionally, AT&T shall provision on its equipment trap & trace orders pertaining to CLEC Local customers. As specified in Section 16.4.3, below AT&T may bill the appropriate law enforcement agency for these services under its customary practices. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

## 16.2 Subpoenas

16.2.1 If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do so; if response requires the assistance of the other Party, such assistance will be provided by the other Party. Should the subpoena demand AMA records (call dump) for a CLEC End User, the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. AT&T shall provide the issuing authority with the requested data. As specified in Section 16.4.3 below, AT&T may bill the appropriate law enforcement agency for these services under its customary practices.

## 16.3 Law Enforcement Emergencies

16.3.1 If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

## 16.4 Law Enforcement Interface

16.4.1 AT&T will provide CLEC with a SPOC with whom to interface on a twenty-four (24) hour, seven (7) day a week basis for situations involving immediate threat to life or at the request of law enforcement officials. Court orders authorizing surveillance of CLEC customers provisioned on AT&T facilities (CLEC Local and ALS Type II, as hereinafter defined) shall be served on both CLEC and AT&T. AT&T shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will notify SBC and will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

16.4.1.1 As used in this Article, the term ALS Type II shall mean customers connected to the CLEC network through AT&T-owned facilities. ALS Type II customers are located in a building which is connected to an AT&T Central Office by an AT&T-

owned cable using customer's premise equipment connected to that cable. At the AT&T Central Office utilizing collocation arrangements, ALS Type II customer's circuit(s) are connected to an CLEC fiber-optic facility which transports traffic to and from a CLEC Central Office.

- 16.4.2 When the end-user to be tapped, traced, etc. is an CLEC Local or ALS Type II customer provisioned on AT&T facilities, AT&T shall advise the requesting law enforcement agency to name both CLEC and AT&T in the court order and serve both carriers. AT&T shall adhere to all terms of an applicable court order and, unless prohibited by the terms of such applicable court order, notify CLEC directly of the law enforcement agency request within one (1) business day of receiving the request. AT&T shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.
- 16.4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices and reserve the right to take action to collect from the LEA where reimbursement is provided for by statute. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.
- 16.5 Annoyance Calls. AT&T agrees to work cooperatively and jointly with CLEC in investigating annoyance/harassing calls to any CLEC customer where AT&T's cooperation, services, unbundled network elements (including operational support systems), facilities or information are needed to resolve the annoyance/harassing call(s) to the CLEC customer. The AT&T Call Trace Center will handle requests received from CLEC personnel on behalf of CLEC customers. AT&T will provide service to CLEC customers on annoyance/harassing calls that is at parity with the level of service AT&T provides its own customers.
- 16.6 Soft Dial Tone. To the extent required by law and subject to such additional conditions as the Parties may require, AT&T shall provide soft dial tone to CLEC for the use of its customers.

## 17. CHANGES IN SUBSCRIBER CARRIER SELECTION

- 17.1 Each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Unbundled Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.
- 17.2 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. AT&T shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Further, when an end user abandons a premise (i.e., vacates a premise without disconnecting service), AT&T is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities per the local service provider's request. When a CLEC resale end user has abandoned a premise (i.e. vacates a premise without disconnecting service, CLEC will cooperate with the new local service provider to confirm that the premise is abandoned by providing a timely response to the new local service provider.

- 17.3 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party other than as required by federal or state law. At CLEC's written request, SBC will investigate an alleged incidence of slamming involving CLEC, and only in such CLEC authorized instances shall SBC charge CLEC; providing such charge shall be a cost-based or mutually agreed fee for providing the investigation.

## 18. AMENDMENTS OR WAIVERS

- 18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.
- 18.2 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the Section or Sections to be amended and shall include the proposed language changes.
- 18.3 Within thirty (30) days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other Party either rejecting the requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to continue such negotiations longer than a period of forty-five (45) days if the Parties cannot arrive at mutually acceptable amendment terms.
- 18.4 If mutually acceptable terms are not agreed upon within forty-five (45) days after the delivery of the written notice requesting the commencement of negotiations, or if at any time during this period (or a mutually agreed upon extension of this period), the Parties have ceased to negotiate (other than by mutual agreement) for a period of ten (10) consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 9 of this Agreement. Neither Party may pursue dispute resolution pursuant to this Section 18.2.3 with respect to any matter that, if agreed to by the other Party, would have the effect of incorporating into the Agreement a provision that the Party proposing the amendment had unsuccessfully sought in any arbitration pursuant to Section 252 of the Act leading to the adoption of this Agreement. Further, neither Party may invoke the provisions of this Section 18.2.3 more than once during the term of the Agreement.
- 18.5 Nothing in this Section 18. shall affect the right of either Party to pursue an amendment to this Agreement pursuant to Section 3 (Intervening Law), or Section 252(i) of the Act.

## 19. AUTHORITY

- 19.1 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.

**20. BINDING EFFECT**

20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

**21. CONSENT**

21.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

**22. EXPENSES**

22.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

**23. HEADINGS**

23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

**24. RELATIONSHIP OF PARTIES**

24.1 This Agreement will 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 will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will 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 will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

**25. CONFLICT OF INTEREST**

25.1 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 arranging or negotiation of this Agreement or associated documents.

**26. MULTIPLE COUNTERPARTS**

26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

**27. THIRD PARTY BENEFICIARIES**

27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

## 28. REGULATORY APPROVAL

- 28.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.
- 28.2 The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. If arbitrated, in whole or in part, each Party agrees that this Agreement conforms to the Order of the Commission approving the Agreement, and agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

## 29. TRADEMARKS AND TRADE NAMES

- 29.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

## 30. REGULATORY AUTHORITY

- 30.1 AT&T will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement. CLEC will reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible, and AT&T will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.
- 30.2 Except as otherwise provided in this Agreement the Parties agree that the rates, terms and conditions of this Agreement will not be superseded by the rates, terms and conditions of any tariff AT&T may file, absent Commission order to the contrary. The Parties agree that CLEC is not precluded from ordering products and services available under any effective AT&T tariff or any tariff that AT&T may file in the future, provided that the products and services are not already available under this Agreement, and provided that CLEC satisfies all conditions contained in such tariff that are material to the particular tariff offering, including, but not limited to, the rates for the selected product or service, and the terms and conditions regarding provisioning. Provided, however, that CLEC shall not be bound by the general terms and conditions of the tariff that are otherwise addressed in this Agreement.
- 30.2.1 CLEC may also order from a tariff a product or service that is available in its Agreement. Similarly, this Section does not impair AT&T's right to file tariffs nor does it impair AT&T's right to file tariffs proposing new products and services and changes in the prices, terms

and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that AT&T provides or hereafter provides to CLEC under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair CLEC's right to contest such tariffs before the appropriate Commission, subject to any defenses or arguments AT&T might make in response to CLEC's contesting of such tariffs.

### 31. INTENTIONALLY LEFT BLANK

### 32. VERIFICATION REVIEWS

- 32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.
- 32.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed 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. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Section 8.2.1 of this Agreement. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9 of this Agreement.
- 32.3 Each Party will cooperate fully in any audit performed pursuant to 32.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.
- 32.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 32.1 found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.
- 32.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.
- 32.6 This Section 32 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Attachment 12: Intercarrier Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. 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 the subsequent audit which is to happen within nine (9) months of the initial audit.

- 32.7 Information obtained or received by either Party in connection with Sections 32.1 through 32.6 will be subject to the confidentiality provisions of Section 6 of this Agreement.

### 33. COMPLETE TERMS

- 33.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 33.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound. Unless otherwise agreed by the Parties, the rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

### 34. COOPERATION ON PREVENTING END USER FRAUD

- 34.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. 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.
- 34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in this Section 34 will include providing to the other Party, upon request, information concerning end users 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.
- 34.3 AT&T will make available to CLEC all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality to the same extent that AT&T provides such protection to itself. These features include, but are not limited to, screening codes and call blocking of international (011+), 900 and 976 numbers. These features may include: (i) disallowance of call forwarding to international locations (011+), (ii) coin originating ANI II digits, (iii) dial tone re-origination patches, (iv) terminating blocking of Toll Free Service (800) if AT&T is the provider of the Toll Free Service and (v) 900/976 blocking.
- 34.3.1 AT&T will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.
- 34.3.2 AT&T will make a reasonable effort to protect and correct against unauthorized physical attachment, e.g. clip-on fraud, to loop facilities from the Main Distribution Frame up to and including the Network Interface Device.
- 34.3.3 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

- 34.3.4 In the event of fraud associated with an CLEC End User's account, including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), the Parties agree that AT&T shall not be liable to CLEC for any fraud associated with CLEC's end user's account including 1+ IntraLATA toll, ported numbers and Alternately Billed Service (ABS), unless such fraud is determined to have been committed by an employee or other person under the control of AT&T.
- 34.3.5 AT&T shall use its fraud system to determine suspected occurrences of ABS-related fraud for CLEC customers, using the same criteria AT&T uses to monitor fraud on its own accounts.
- 34.3.5.1 AT&T will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. Subsequent to CLEC's investigation of the notification message, CLEC's Fraud Center will notify AT&T of any action that needs to be taken. AT&T will complete such action as requested by CLEC.
- 34.3.5.2 CLEC understands that the fraud notification messages 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 should be taken as a result of a fraud notification message.
- 34.3.5.3 The Parties will provide contact names and numbers to each other for the exchange of fraud notification messages twenty-four (24) hours per day seven (7) days per week.
- 34.3.5.4 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.
- 34.3.ABS-related alerts are provided to CLEC at no additional charge.
- 34.3.6 The Parties agree that CLEC reserves the right to negotiate, as needed, the rates, terms and conditions of a 1+ IntraLATA toll fraud service provided by AT&T.

### 35. NOTICE OF NETWORK CHANGES/NOTIFICATION OF OTHER INFORMATION

- 35.1 AT&T agrees to provide CLEC reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using AT&T's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit AT&T's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with AT&T's obligations to CLEC under the terms of this Agreement.
- 35.2 AT&T communicates official information to competitive local exchange carriers via its Accessible Letter, or other applicable notification processes. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price increases to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 35.3 SBC will provide CLEC with direct notice of any tariff or filing which concerns the subject matter of this Agreement as required by the PUCT's Substantive Rules.



- 35.4 AT&T, will provide CLEC Accessible Letter notification via electronic mail ("e-mail") distribution and/or posting to the AT&T CLEC Online website.
- 35.5 CLEC may designate a maximum of ten (10) recipients for AT&T Accessible Letter notification via e-mail.
- 35.6 CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable AT&T's CLEC Online website) to the AT&T individual specified on that form to designate in writing each individual (other than the CLEC contact designated in Section 11.4) to whom CLEC requests Accessible Letter notification be sent, via e-mail. CLEC shall submit a completed Notices/Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters (other than the CLEC contact designated in Section 11.4). Any completed Notices/Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by AT&T.

### **36. GOOD FAITH PERFORMANCE**

- 36.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

### **37. RESPONSIBILITY OF EACH PARTY**

- 37.1 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 will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

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### **39. GOVERNMENTAL COMPLIANCE**

- 39.1 CLEC and AT&T each will comply at its own expense with all applicable law (including, but not limited to, Part 64 of the rules of the Federal Communications Commission) related to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. CLEC and AT&T each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its

failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for AT&T to provide the Network Elements and Resale services pursuant to this Agreement.

#### 40. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 40.1 Disclosure of Potential Hazards: When and if CLEC notifies AT&T that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular AT&T building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), AT&T shall timely notify CLEC of any Environmental Hazard at that Work Location of which AT&T has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which CLEC already has actual knowledge or (ii) was caused solely by CLEC or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by AT&T; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.
- 40.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to AT&T, CLEC shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with AT&T's business operations after consultation with AT&T, and shall return AT&T's property to substantially the same condition as it would have been without such inspections, testing or monitoring.
- 40.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than AT&T shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.
- 40.4 Indemnification
- 40.4.1 Each party shall indemnify, on request defend, and hold harmless the other party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise 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 this Section 40.0 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this agreement dealing with hazardous substances or protection of human health or the environment.
- 40.4.2 CLEC shall indemnify, on request defend, and hold harmless AT&T and each of its officers, directors and employees from any and all suits, claims, demands, losses,

damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) 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 CLEC, or by any person acting on CLEC's behalf, while at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.

- 40.4.3 AT&T shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) 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 AT&T or by any person acting on AT&T's behalf, at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of AT&T or by any person acting on AT&T's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either (x) existing or occurring at any Work Location on or before the date of this agreement or (y) caused or created by AT&T or its contractors or agents.

## 41. SUBCONTRACTING

- 41.1 If any obligation is performed through a subcontractor, 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, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

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## 43. SEVERABILITY

- 43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the

invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 9.5.

#### **44. SURVIVAL OF OBLIGATIONS**

44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

#### **45. GOVERNING LAW**

45.1 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 the State of Texas other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Dallas, Texas and waive any and all objections to a Texas venue.

#### **46. PERFORMANCE CRITERIA**

46.1 Specific provisions governing failure to meet Performance Criteria are contained in Attachment 17: Performance.

#### **47. OTHER OBLIGATIONS OF CLEC**

47.1 For the purposes of establishing service and providing efficient and consolidated billing to CLEC, CLEC is required to provide AT&T its authorized and nationally recognized Operating Company Number (OCN) for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services. CLEC is responsible for the expense of implementing any changes to its OCN/ACNA whether or not it involves a merger, consolidation, assignment or transfer of assets.

#### **48. DIALING PARITY**

48.1 AT&T will ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of AT&T services, such that, for all call types: (i) an CLEC Customer is not required to dial any greater number of digits than a similarly-situated AT&T customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC Customer is at least equal in quality to that experienced by a similarly-situated AT&T customer; and (iii) the CLEC Customer may retain its local telephone number in accordance with the Attachment 14: LRN-PNP.

#### **49. BRANDING**

49.1 Specific provisions concerning the branding of services provided to CLEC by AT&T under this Agreement are contained in the following Attachments to this Agreement: Attachment 1: Resale; Attachment 22: Directory Assistance; and Attachment 23: Operator Services.

## 50. CUSTOMER INQUIRIES

50.1 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

## 51. DISCLAIMER OF WARRANTIES

51.1 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.

## 52. NO WAIVER

52.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the 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. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

## 53. DEFINITIONS

53.1 Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. 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.

## 54. RESALE

54.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that AT&T currently provides or hereafter offers to any customer in the geographic area where AT&T is the incumbent LEC will be made available to CLEC by AT&T for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Attachment 1: Resale and Appendix Pricing.

**55. UNBUNDLED NETWORK ELEMENTS**

55.1 At the request of CLEC and pursuant to the requirements of the Act, AT&T will offer in the geographic area where AT&T is the incumbent LEC Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Attachment 6: Unbundled Network Elements (UNE) and related Appendices.

**56. ORDERING AND PROVISIONING, MAINTENANCE, CONNECTIVITY BILLING AND RECORDING, AND PROVISION OF CUSTOMER USAGE DATA**

56.1 In connection with its Resale of services to CLEC, AT&T agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

56.2 In connection with its furnishing Unbundled Networks Elements to CLEC, AT&T agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

**57. INTENTIONALLY LEFT BLANK****58. COMPENSATION FOR DELIVERY OF TRAFFIC**

58.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Attachment 12: Inter-carrier Compensation.

**59. ANCILLARY FUNCTIONS**

59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. AT&T agrees to provide Ancillary Functions to CLEC as set forth in Attachment 13: Ancillary Functions.

**60. OTHER REQUIREMENTS AND ATTACHMENTS**

60.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. It is understood that the titles of these attachments are for convenience of reference only, and are not intended to limit the applicability which any particular attachment may otherwise have.

60.2 Appended to this Agreement and incorporated herein are the Attachments listed in the Table of Contents. To the extent that any definitions, terms or conditions in any given attachment 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 Attachment. In particular, if an attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that attachment will control the length of time that services or activities are to occur under the attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the attachment.

## ATTACHMENT 1: RESALE

All services made available to CLEC by **AT&T TEXAS** for resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing with Exhibits, and Customized Routing-Resale. (collectively referred to as "Attachment Resale" or "this Attachment").

### 1. GENERAL REQUIREMENTS

- 1.1 Consistent with Section 1.1 of the General Terms and Conditions of this Agreement, each Party shall provide Resale under the following terms and conditions in this Attachment Resale.
  - 1.1.1 CLEC has the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications service pursuant to 251(b)(1) of the Act.
- 1.2 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that **AT&T TEXAS** currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by **AT&T TEXAS** in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.
  - 1.2.1 **AT&T TEXAS'** 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 concurrently offered to **AT&T TEXAS'** End Users at retail.
  - 1.2.2 Except where otherwise explicitly permitted in **AT&T TEXAS'** 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.
  - 1.2.3 Except where otherwise required by law, CLEC shall not, without **AT&T TEXAS'** 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 TEXAS** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **AT&T TEXAS** in the provision of Telecommunications Services to CLEC's End Users.
- 1.3 **AT&T TEXAS** will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply. The avoided cost discount will apply to EUCL as ordered by the Texas PUC, Consolidated Docket Nos. 16189, 16196, 16226, 16285 and 16290, dated November 7, 1996, in paragraph 51 of the Arbitration Award.
- 1.4 **AT&T TEXAS** shall not prohibit, nor impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service, except that a State commission may, consistent with regulations prescribed by the Commission under Section 251(c)(4) of the Act, prohibit a reseller that obtains at wholesale rates a telecommunications service that is available at

retail only to a category of Subscribers from offering such service to a different category of subscribers.

- 1.5 Except as otherwise expressly provided herein, for Telecommunications Services included within this Attachment that are offered by **AT&T TEXAS** to **AT&T TEXAS'** End Users through tariff(s), the rules and regulations associated with **AT&T TEXAS'** retail tariff(s) shall apply in parity 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 each Party to its End Users.
- 1.6 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's customers except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services.
- 1.7 PLEXAR Families of Services Requirements
  - 1.7.1 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 **AT&T TEXAS'** retail tariff(s), in the state of Texas. CLEC may purchase the entire set PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. CENTREX is a Grandfathered Service and CLEC may only offer it to customers that are eligible to receive CENTREX from **AT&T TEXAS**. The PLEXAR families of services provided for resale will meet the following requirements:
    - 1.7.2 All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to CLEC for resale. Unless stayed, modified or reversed on appeal or reconsideration, the existing tariff language regarding continuous property limitations, which was previously found reasonable by the Commission, will not apply. Unless stayed, modified or reversed on appeal or reconsideration, **AT&T TEXAS** will not apply the continuous property tariff restriction for PLEXAR and STS services, which was previously found reasonable by the Commission. **AT&T TEXAS** may not retain limitations on aggregation for purposes of the resale of volume discount offers. Additional tariff restrictions, other than the cross-class restriction allowed by FTA96 Section 251(c)(4)(B), are presumptively unreasonable.
  - 1.8 CLEC may be required to pay a charge, for the cost of suppressing the need for CLEC Customers to dial "9" when placing calls outside the PLEXAR families of services.
  - 1.9 CLEC may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to CLEC Resale service customers having locations outside of the geographic territory in which **AT&T TEXAS** provides local exchange service as the incumbent LEC. Where **AT&T TEXAS** has established Meet Point Billing arrangements with independent LECs, CLEC may purchase Private Line Services to connect CLEC's End Users located outside of **AT&T TEXAS'** ILEC Territory. CLEC will receive a bill/invoice directly from the independent LEC for its portion of the services rendered and **AT&T TEXAS** will provide CLEC a bill/invoice for its portion of the services rendered less the wholesale discount.
  - 1.10 CLEC may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.



- 1.11 **AT&T TEXAS** will furnish PLEXAR Custom services to CLEC for resale subject to Section 2.1.1 of this Attachment. **AT&T TEXAS'** provision of PLEXAR Custom will be as specified in this Section. **AT&T TEXAS** will offer CLEC the same price **AT&T TEXAS** provides to its Customers less costs that will be avoided Access to appropriate training for PLEXAR Custom sales and sales support will be provided to CLEC by **AT&T TEXAS** at a reasonable price to CLEC.
- 1.12 The resale services listed in Pricing Sheets are at the wholesale discount rates shown therein, and/or the applicable Commission ordered tariff where stated. However, this list of services is neither all inclusive nor exclusive. Except as otherwise expressed herein, the Parties also will make available for resale the wholesale discount rate set forth in the Pricing Sheets or otherwise ordered by the Commission on any other Telecommunications Services offered by a Party and not listed in and the Pricing Sheets.
- 1.13 **AT&T TEXAS** will make available to CLEC for resale **AT&T TEXAS'** Bill Plus and Consolidated Billing service at a discount of five per cent (5%) off of **AT&T TEXAS'** tariffed rate for each service.
- 1.14 **AT&T TEXAS** will make available to CLEC for resale, including but not limited to, the following **AT&T TEXAS** services at **AT&T TEXAS'** tariffed rates, without a wholesale discount, for each service (or in the event a service is not tariffed, at the rate **AT&T TEXAS** charges its subscribers, except as otherwise provided herein):
- Construction Charges
  - Customer Initiated Suspension Service
  - Connections with Terminal Equipment and Communications Systems
  - Maintenance of Service Charges
  - Telecommunications Service Priority Systems
  - Access Services
  - 976 Information Delivery Service
  - Cellular Mobile Telephone Interconnection Services
  - Exchange Connection Services
  - Shared Tenant Service
- 1.14.1 The Distance Learning discount is in addition to the discounts for the underlying services provided. Temporary Suspension of Service (i.e. vacation service) discounts apply to the discounted rate for the underlying service. When CLEC resells Shared Tenant Service, CLEC will receive the discount associated with the underlying service used in the shared tenant arrangement.
- 1.15 The following services are not being made available by **AT&T TEXAS** to CLEC for resale:
- BDS/LAN
  - Customer Provided Equipment
  - Customized Billing Reports
  - Inline® Products
  - Inside Wiring
  - Semi-Public Telephone Equipment, Booths and Enclosures
  - 911 Universal Emergency Number Equipment
  - Busy Studies
- 1.16 Telecommunications Services will be resold by **AT&T TEXAS** to CLEC on terms and conditions that are reasonable and nondiscriminatory.

2. Resale Operator Services and Directory Assistance (OS/DA): The rates, terms and conditions for reselling **AT&T TEXAS** OS/DA services are contained in OS/DA section of Attachment 18 - Customer Information Services.

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4. **PROMOTION**

4.1 When ordering 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 TEXAS** upon reasonable request) appropriate documentation, including, but not limited to, original end user service order data, evidencing the eligibility of its End Users for such offering or promotion. **AT&T TEXAS** 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.

4.2 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for Resale, whether at the Resale Discount or otherwise; provided, however, that **AT&T TEXAS** shall offer Short-Term Promotions for Resale at no Resale Discount in a particular state if and only to the extent required by Commission order in that state.

5. **NO RESTRICTIONS ON RESALE**

5.1 In each state CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless that state's commission determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business customers **AT&T TEXAS'** Resale services that are restricted by **AT&T TEXAS'** tariffs to use by residential subscribers. **AT&T TEXAS** is not required to make services available for resale at wholesale rates to CLEC for its own use, the use of its parent or one or more of its Affiliates, subsidiaries or similarly-situated entities. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. **AT&T TEXAS** will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.

5.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges 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 Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

5.3 Except as otherwise provided herein, the most current state-specific retail, and where available resale tariff(s) and/or guidebook(s) (the latter of which as posted on the AT&T CLEC Online web site) shall govern the terms, conditions and charges associated with the Telecommunications Services available to CLEC for resale, with the exception of any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **AT&T TEXAS** to its End Users.

6. **DIALING PARITY**

6.1 For all call types associated with the Resale services provided to CLEC by **AT&T TEXAS** under this Agreement: (i) a CLEC Customer will not be required to dial any greater number of digits than

a similarly-situated **AT&T TEXAS** customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by an CLEC Customer will be at least equal in quality to that received by a similarly situated **AT&T TEXAS** customer; and (iii) CLEC's Customer may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and End Users of **AT&T TEXAS** will have the same exchange boundaries; such End Users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

## 7. MAINTENANCE

7.1 Maintenance will be provided by **AT&T TEXAS** in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 27: Operation Support Systems (OSS).

## 8. CHANGES IN RETAIL SERVICE

8.1 Sections 35.2 and 35.3 of the General Terms and Conditions govern notification, if any, of changes in the prices, terms and condition under which **AT&T TEXAS** offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers.

## 9. BILLING FOR RESALE

9.1 **AT&T TEXAS** will bill CLEC for Resale services provided by **AT&T TEXAS** to CLEC pursuant to the terms of this Attachment, and in accordance with the billing terms and conditions contained in the General Terms and Conditions and Attachment 28: Comprehensive Billing. Resale usage for services provided by **AT&T TEXAS** to CLEC shall also be in accordance with Attachment 28: Comprehensive Billing.

9.2 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, than as set forth in the applicable **AT&T TEXAS** tariff(s).

## 10. OPERATIONAL REQUIREMENTS

10.1 For terms and conditions for nondiscriminatory access to Operations Support System (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the requested Party, see Attachment 27: Operation Support Systems (OSS).

## 11. ALTERNATIVELY BILLED CALLS

### 11.1 Responsibility for ABS Calls

11.1.1 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 Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users.

## 12. CLASS AND CUSTOM FEATURES REQUIREMENTS

12.1 To the extent available in **AT&T TEXAS'** state tariff(s), CLEC may purchase Custom features and functions without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. CLEC may package any services so purchased for purposes of resale to its customers. **AT&T TEXAS** will provide to CLEC a list of all services and features. As requested by CLEC, **AT&T TEXAS** will provide a definition of these services and features and how they interact with each other to the extent such information is not otherwise publicly available. To the extent this information provided by **AT&T TEXAS** differs from the tariff, the tariff prevails. For ordering and provisioning of features and services see Attachment 27: Operations Support Systems (OSS).

## 13. SPECIAL NEEDS SERVICES

13.1 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 resells 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.

## 14. E911/911 SERVICES

14.1 Where available, **AT&T TEXAS** will afford CLEC's customers with resold lines the ability to make 911 calls. CLEC is responsible for collecting from its resold End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharge assessed on the resold End User by any municipality or other governmental entity within whose boundaries CLEC provides local exchange service. Where requested by **AT&T TEXAS**, CLEC will provide **AT&T TEXAS** with accurate and complete information regarding its customers in a format and time frame prescribed by **AT&T TEXAS** for purposes of 911 administration. **AT&T TEXAS** will provide to CLEC, for CLEC Customers, E911/911 call routing to the appropriate PSAP. **AT&T TEXAS** will make CLEC Customer information available to the appropriate PSAP. **AT&T TEXAS** shall use its service order process to update and maintain, on the same schedule that it uses for its Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support E911/911 services.

## 15. SERVICES TO DISABLED CUSTOMERS

15.1 Where available, **AT&T TEXAS** agrees any services it offers to disabled customers will be made available to CLEC for its customers who qualify as disabled customers. When an **AT&T TEXAS** customer eligible for services offered to disabled customers chooses to obtain Resale services from CLEC, **AT&T TEXAS** will make all information regarding such customer's eligibility for disabled services available to CLEC, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). CLEC is responsible for ensuring that its customers to whom it resells **AT&T TEXAS'** disabled services are eligible to receive same.

## 16. TELEPHONE RELAY SERVICE

16.1 Although **AT&T TEXAS** is not the Telephone Relay Service provider in the state of Texas, **AT&T TEXAS** does provide access for its End Users to reach the relay service via 711 dialing capabilities. Where **AT&T TEXAS** provides to speech and hearing-impaired callers a service that

enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), **AT&T TEXAS** will make such service available to CLEC at no additional charge, for use by CLEC customers who are speech or hearing-impaired. If **AT&T TEXAS** maintains a record of customers who qualify under any applicable law for Telephone Relay Service, **AT&T TEXAS** will make such data available to CLEC as it pertains to CLEC Resale service customers.

## 17. INTENTIONALLY LEFT BLANK

## 18. ADVANCED INTELLIGENT NETWORK ("AIN") TELECOMMUNICATION SERVICES

18.1 CLEC may purchase those Advanced Intelligent Network ("AIN") Telecommunication Services **AT&T TEXAS** offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.

## 19. PAY PHONES

19.1 "Pay Phones" are defined as telephone sets which are available to the public for use in sending and/or receiving telephony services. These phones may be activated by depositing coins into said sets, or non-coin sets which limit the public's billing options to pay for telephony based services. **AT&T TEXAS** does not offer "pay phones" to any customers and will not offer "pay phones" to CLEC for resale.

19.2 "Pay Phone Service" is defined as the provision of pay phone lines, including the provision of pay phone lines to correctional institutions for inmate telephone service. Pay phone lines are defined as the loop from the pay phone instrument to the Serving Wire Center. Such lines may be attached to Pay Telephone Access Service (PTAS) coin phones, PTAS coinless phones and semi-public phones.

19.3 CLEC may purchase PTAS service for purposes of Resale to a CLEC customer. **AT&T TEXAS** will provide to CLEC for resale the PTAS services and associated services where offered by **AT&T TEXAS**.

19.4 PIC selection for PTAS lines will be governed by Attachment 27: OSS.

19.5 **AT&T TEXAS** will make available to CLEC any and all technology related to PTAS services, unless expressly mandated otherwise by applicable Federal or State Regulatory rules. When such situations occur, **AT&T TEXAS** will work cooperatively with CLEC to establish a mutually agreeable solution of such ruling.

19.6 With PTAS services, **AT&T TEXAS** will provide CLEC through **AT&T TEXAS'** applicable tariffs all appropriate screening functions and features to minimize fraud potential.

19.7 **AT&T TEXAS** will provide CLEC all appropriate functions and features offered to **AT&T TEXAS'** customers to allow CLEC Customers of PTAS services to employ restrictive billing and call-blocking. An example of such a feature is Selective Class of Call Screening.

19.8 **AT&T TEXAS** will provide CLEC all options related to PTAS it provides to **AT&T TEXAS'**s own subscribers of such services.

- 19.9 **AT&T TEXAS** will forward all local coin calls originated from CLEC PTAS coin, PTAS coinless and semi-public lines to the designated CLEC line or trunk group for handling.

## 20. CALL TRACE

- 20.1 CLEC can order Call Trace for its End Users that are receiving harassing/threatening calls. However, **AT&T TEXAS** will release annoyance call records only with proper authorization from **AT&T TEXAS** and only to the appropriate law enforcement agency. To obtain the call records, CLEC should advise its End User to contact its law enforcement agency that will assist them in the legal process to submit a request for the information. All communications and resolution of the case with CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 20.2 CLEC understands that for services where reports are provided by **AT&T TEXAS** to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be CLEC's responsibility to provide additional information necessary for any law enforcement investigation. CLEC will defend and indemnify **AT&T TEXAS** against any claims or losses by a CLEC End User that insufficient information led to inadequate prosecution, loss or damages.
- 20.2.1 **AT&T TEXAS** shall handle law enforcement requests in accordance with the Law Enforcement provisions of the GT&Cs of the Agreement.

## 21. SUSPENSION SERVICES

- 21.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their customers. This service is not considered a Telecommunications Service and will receive no Resale Discount unless required by Commission order(s). CLEC may also provide a Company Initiated Suspension service for their own purposes. Should CLEC choose to suspend their End User through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a disconnect on their End User account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate charges on the account back to the suspension date. Should CLEC restore their End User, restoral charges will apply and CLEC will be billed for the appropriate service from the time of suspension.
- 21.2 **AT&T TEXAS** will offer Suspension of Service to CLEC for the purpose of 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, unless required by Commission order(s).
- 21.3 Pursuant to Texas Public Utility Commission Substantive Rule 26.28(a)(10), the Parties must allow for converting suspended End Users in Texas to alternative local service providers.

## 22. CHANGE IN END USER LOCAL SERVICE PROVIDER

- 22.1 The Parties acknowledge that Docket No. 24389 of the Texas Public Utility Commission will be used as a guideline when addressing CLEC to CLEC migration.
- 22.2 When a Party's End User(s) subscribes to resold service, recurring charges for the service shall apply at the wholesale discount set forth in Exhibit A – List of Telecommunications Services

Available For Resale. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

- 22.3 For the purposes of ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on the other Party'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. Applicable service order charges and/or non-recurring charges associated with said new service will be applied.
- 22.4 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 the other Party's network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 22.5 When an End User converts existing service to another local service provider's resold service of the same type without any additions or changes (including any change to the PIC and/or LPIC), charges for such conversion will apply as set forth in Appendix Pricing, Schedule of Prices and/or the applicable Commission ordered tariff where stated and are applied per billable telephone number.
- 22.6 When a Party 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, including changes to PIC and LPIC, will be applied in addition to the conversion charge. Each Party will receive a wholesale discount on all non-recurring service order charges for the services listed in Exhibit A, no wholesale discount is available for the non-recurring service order charges for those services listed in Exhibit B.

## RESALE-APPENDIX SERVICES/PRICING

1. Except as otherwise provided herein, the most current state-specific retail, and where available resale tariff(s) and/or guidebook(s) (the latter of which as posted on the AT&T CLEC Online web site) shall govern the terms, conditions and charges associated with the Telecommunications Services available to CLEC for resale, with the exception of any resale restrictions; provided however, that any restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **AT&T TEXAS** to its End Users.



## ATTACHMENT 6: 251(c)(3) UNBUNDLED NETWORK ELEMENTS

### 1. INTRODUCTION

1.1 This Attachment 6: 251(c)(3) Unbundled Network Elements to the Agreement sets forth the 251(c)(3) Unbundled Network Elements that **AT&T TEXAS** agrees to offer to CLEC. The specific terms and conditions that apply to the 251(c)(3) Unbundled Network Elements are described below. The price for each Network Element is set forth in Pricing Sheets, attached hereto. The terms “unbundled Network Elements” (with or without initial caps) and “UNEs” mean only such elements required to be unbundled under Section 251(c)(3) of the Act as determined by effective FCC rules.

1.2 As a result of the FCC’s Triennial Review Order, certain Unbundled Network Elements were removed from the FCC’s list of Section 251 Unbundled Network Elements (“Declassified”) because the FCC concluded that CLECs were unimpaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances, and further directed the state commissions to determine whether CLECs are impaired without access to local switching as a UNE under Section 251 in particular geographic market areas and impaired without access to certain loops and transport routes as UNEs under Section 251. The D.C. Circuit in USTA II vacated portions of the FCC’s decisions in the TRO, and vacated and remanded other portions of the TRO. The FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit’s vacatur and remand. The permanent UNE rules implement a transition process for certain network elements that no longer will be UNEs under Section 251 and provide that other network elements will not be UNEs under Section 251, either in total, or in certain locations. As a result, the Parties have determined it is appropriate to establish a process in this Agreement to address Declassified UNEs.

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1.4 251(c)(3) UNEs and Declassification.

This Agreement sets forth the terms and conditions pursuant to which **AT&T TEXAS** will provide CLEC with access to 251(c)(3) Unbundled Network Elements under Section 251(c)(3) of the Act in **AT&T TEXAS**’ incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, **AT&T TEXAS** shall be obligated to provide UNEs pursuant to this interconnection agreement only to the extent required by Section 251(c)(3) of the Act, as determined by effective FCC rules and orders. UNEs that **AT&T TEXAS** is required to provide pursuant to Section 251(c)(3) of the Act, as determined by FCC rules and orders shall be referred to in this Agreement as “251(c)(3) UNEs.” Nothing contained in the aforementioned contract language is intended to limit CLEC’s right to access 271 Network Elements outside of this interconnection agreement. Future declassifications of unbundled network elements beyond those already identified by the FCC in the TRO and TRRO shall be governed by the “Section 3. Change of Law/Reservation of Rights” Provisions of the ICA.

1.4.1 A network element, including a network element referred to as a 251(c)(3) UNE under this Agreement, will cease to be a 251(c)(3) UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by FCC rules and associated

lawful and effective FCC and judicial orders. Without limitation, a 251(c)(3) UNE that has ceased to be a 251(c)(3) UNE may also be referred to as "Declassified."

- 1.4.2 Without limitation, a network element, including a network element referred to as a 251 (c)(3) UNE under this Agreement is Declassified upon or by (a) the issuance of a effective finding by a court or regulatory agency acting within its 251 (c)(3) authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an 251 (c)(3) Unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an) Unbundled basis pursuant to Section 251 (c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of an effective FCC rule requiring the provision of the network element on an 251 c)(3) Unbundled basis under Section 251(c)(c)(3).
- 1.4.3 It is the Parties' intent that only 251(c)(3) UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require 251(c)(3) UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "251(c)(3)," the reference shall be deemed to be a reference to 251(c)(3) UNE(s) or 251(c)(3) unbundling, as defined in this Section 1.4.
- 1.4.4 By way of example only, if terms and conditions of this Agreement state that **AT&T TEXAS** is required to provide a 251(c)(3) UNE or 251(c)(3) UNE combination, and that 251(c)(3) UNE or the involved 251(c)(3) UNE (if a combination) is Declassified or otherwise no longer constitutes a 251 (c)(3) UNE required under Section 251(c)(3) as determined by 251(c)(3) and effective FCC rules and associated effective FCC orders constitutes a 251(c)(3) UNE, then **AT&T TEXAS** shall not be obligated to provide the item under this Agreement as an 251(c)(3) Unbundled Network Element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 1.5 Nothing contained in the Agreement shall be deemed to constitute consent by **AT&T TEXAS** that any item identified in this Agreement as a 251(c)(3) UNE or a network element is a network element or UNE under Section 251(c)(3) of the Act, as determined by effective FCC rules and orders, that **AT&T TEXAS** is required to provide to CLEC alone, or in combination with other network elements or UNEs (251(c)(3) or otherwise), or commingled with other network elements, UNEs (251(c)(3) or otherwise) or other services or facilities.

## 2. GENERAL TERMS AND CONDITIONS

### 2.1 Conditions for Access to 251(c)(3) UNEs

- 2.1.1 As conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other UNEs, with a network element possessed by CLEC, or pursuant to Commingling), CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the 251(c)(3) UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to 251(c)(3) UNEs. CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify **AT&T TEXAS** immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify **AT&T TEXAS** shall constitute material breach of this Agreement.

- 2.1.1.1 By way of example, use of a 251(c)(3) UNE (whether on a stand-alone basis, in combination with other UNEs (251(c)(3) or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a 251(c)(3) UNE pursuant to the Statutory Conditions.
- 2.1.1.2 By way of further example, pursuant to rule 51.309 (b), CLEC may not access 251(c)(3) UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).
- 2.1.2 Other conditions to accessing and using any 251(c)(3) UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (251(c)(3) or otherwise) may be applicable under 251(c)(3) and effective FCC rules and effective FCC orders and will also apply.
- 2.2 **AT&T TEXAS** will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with **AT&T TEXAS'** network for access to unbundled Network Elements for the provision by CLEC of a telecommunications service. If the point designated by CLEC is technically feasible, **AT&T TEXAS** will make the requested connection.
- 2.3 At CLEC's request, **AT&T TEXAS** shall provide 251(c)(3) Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Network Elements to provide a telecommunications service. Subject to the provisions hereof and at the request of CLEC, **AT&T TEXAS** shall also provide CLEC with all pre-existing combinations of 251(c)(3) Unbundled Network Elements. Pre-existing combinations of 251(c)(3) Unbundled Network Elements consist of those sequences of 251(c)(3) Unbundled Network Elements that are actually connected in **AT&T TEXAS'** network, and include those combinations that are actually connected but for which dial tone is not currently being provided.
- 2.4 CLEC may combine any 251(c)(3) Unbundled Network Elements with any other element except as delineated in this Agreement.
- 2.4.1 Except with respect to Eligibility Requirements for Access to Certain UNEs described in Section 2.14 and elsewhere in the Agreement, **AT&T TEXAS** shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Attachment, without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.
- 2.5 **AT&T TEXAS** will provide 251(c)(3) Unbundled Network Elements as outlined in this attachment where spare facilities exist in **AT&T TEXAS'** network at the time of CLEC's request. Though **AT&T TEXAS** will not construct new facilities, **AT&T TEXAS** is willing to consider modifications to its network as may be required by the Act to make spare facilities available to CLEC for 251(c)(3) Unbundled Network Element orders. If spare facilities are not available, CLEC may request the facilities via the Bona Fide Request process described below.

- 2.6 CLEC may use one or more 251(c)(3) Unbundled Network Elements to provide any technically feasible feature, function, or capability that such 251(c)(3) Unbundled Network Element(s) may provide.
- 2.6.1 Notwithstanding any other provision of this Agreement, CLEC may order UNEs to terminate at the collocation arrangement of another CLEC, whether those facilities are UNEs or otherwise, provided that CLEC has a proper Letter of Authorization (LOA) from the other CLEC and the necessary information to complete a Local Service Request (LSR) e.g., CFA information.
- 2.7 **AT&T TEXAS** shall provide access to UNEs and combinations of UNEs in a nondiscriminatory manner such that all CLECs, including any affiliate of **AT&T TEXAS**, receives the same quality of service that **AT&T TEXAS** provides to its own retail customers that receive service from **AT&T TEXAS** utilizing the same or similar network elements. Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **AT&T TEXAS** provides itself or any subsidiary, affiliate, or other party (presently found at agreed 47 CFR § 51.311(a), (b)). UNEs available under Section 251 that are provided to CLEC under the provisions of this Attachment shall remain the property of **AT&T TEXAS**.
- 2.8 **AT&T TEXAS** will provide CLEC nondiscriminatory access to the 251(c)(3) Unbundled Network Elements provided for in this Attachment, including combinations of 251(c)(3) Unbundled Network Elements, subject to the terms and conditions of this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use 251(c)(3) Unbundled Network Elements to provide a telecommunications service under this Agreement. **AT&T TEXAS** will allow CLEC to order each 251(c)(3) Unbundled Network Element individually or in combination with any other 251(c)(3) Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit CLEC to combine such 251(c)(3) Unbundled Network Elements with other Network Elements obtained from **AT&T TEXAS** or with network components provided by itself or by third parties to provide telecommunications services to its End User Customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other 251(c)(3) Unbundled Network Elements or to interconnect with **AT&T TEXAS**' network. Any request by CLEC for **AT&T TEXAS** to provide a type of connection between 251(c)(3) Unbundled Network Elements that is not currently being utilized in the **AT&T TEXAS** network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.31.
- 2.9 Intentionally Left Blank
- 2.10 For each 251(c)(3) Unbundled Network Element, to the extent appropriate, **AT&T TEXAS** will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or 90/10 splitter, or other appropriate demarcation point, or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where **AT&T TEXAS** provides contiguous 251(c)(3) Unbundled Network Elements to CLEC, **AT&T TEXAS** will provide the existing interconnections, which may be intermediate connections without demarcation points, or demarcation points at the ends where the combination is handed off to CLEC.
- 2.11 **AT&T TEXAS**' combining obligation is limited solely to the combining of 251(c)(3) UNEs. **AT&T TEXAS** is also obligated to commingle 251(c)(3) UNEs (and combinations of 251(c)(3) UNEs) with

one or more wholesale facilities or services, including § 271 UNEs, that a requesting Telecommunications Carrier has obtained at wholesale from an incumbent LEC.

## 2.12 Conversion of Wholesale Services to 251(c)(3) UNEs

2.12.1 Upon request, **AT&T TEXAS** 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 or the Agreement, so long as CLEC and the wholesale service, or group of wholesale services, meets the eligibility criteria that may be applicable for such conversion.

2.12.2 Where processes for the conversion requested pursuant to this Agreement are not already in place, **AT&T TEXAS** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Upon development of such methods and process, **AT&T TEXAS** shall process expeditiously all conversions requested by CLEC without adversely affecting the service quality perceived by CLEC's End User customer.

2.12.3 Except as provided in Section 2.12.3.1 below, **AT&T TEXAS** shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs.

2.12.3.1 **AT&T TEXAS** may charge record change charges.

2.12.4 This Section 2.12 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of UNEs offered or otherwise provided for in this Attachment.

2.12.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, CLEC shall not request such conversion or continue using such the UNE or UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNEs, or Commingled Arrangement (as defined herein), **AT&T TEXAS** may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

2.12.6 Nothing contained in this Attachment or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects **AT&T TEXAS'** ability to enforce any tariff.

## 2.13 Commingling

2.13.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from **AT&T TEXAS**, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.

2.13.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.13.1.1.1 Commingling is not permitted, nor is **AT&T TEXAS** required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair **AT&T TEXAS'** ability to retain responsibility for the management, control, and performance of its network; or (iii) would undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with **AT&T TEXAS'** network.

2.13.1.2 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, **AT&T TEXAS** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. **AT&T TEXAS** shall not impose any untariffed termination, reconnect, or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Declassified Network Elements.

- 2.13.2 Except as provided in Section 2.13 and, further, subject to the other provisions of this Agreement, **AT&T TEXAS** shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from **AT&T TEXAS** to the extent required by FCC or Texas Commission rules and orders.
- 2.13.3 Upon request, and except as provided in Section 2.13, **AT&T TEXAS** shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that CLEC has obtained at wholesale from **AT&T TEXAS** (as well as requests where CLEC also wants **AT&T TEXAS** to complete the actual Commingling).
- 2.13.4 The Parties agree that the Commingled Product Set identified on ATT&T's CLEC On-line website shall be available to CLEC upon request as of the effective date of this Agreement. All other requests for **AT&T TEXAS** to perform the functions necessary to Commingle (as well as requests where CLEC also wants **AT&T TEXAS** to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.
- 2.13.5 **AT&T TEXAS** is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time. Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from **AT&T TEXAS** sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.

2.13.5.1 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by **AT&T TEXAS** under this Section 2.13 (including performing the actual Commingle). Such fee shall be calculated using the Time and Material charges as reflected in the Pricing Sheets. With respect to a BFR in which CLEC requests **AT&T TEXAS** to perform work not required by this Section 2.13.5, CLEC shall be charged a market-based rate for any such work.

2.13.6 **AT&T TEXAS** shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. **AT&T TEXAS** shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element and such facilities and services on a facility-by-facility, service-by-service basis.

2.13.7 Nothing in this Agreement shall impose any obligation on **AT&T TEXAS** to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC. The preceding includes without limitation that **AT&T TEXAS** shall not be obligated to Commingle network elements all of which are required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so 251(c)(3) Unbundled), or where UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement. Eligibility Criteria for Commingling include, but are not limited to, those set forth in Section 2.14, below.

2.13.8 In the event that Commingling involves **AT&T TEXAS** performing the functions necessary to combine UNEs (e.g., make a new combination of UNEs), and including making the actual UNE combination, then Section 2.14 shall govern with respect to that UNE combining aspect of that particular Commingling and/or Commingled Arrangement.

2.13.9 Subject to this 2.13, **AT&T TEXAS** shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

2.13.9.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from **AT&T TEXAS**.

#### 2.14 Eligibility Criteria for Access to Certain 251(c)(3) UNEs

2.14.1 Except as provided below in this Section 2.14 or elsewhere in the Agreement and subject to this Section and Section 2.12, Conversion of Wholesale Services to UNEs of this Attachment, **AT&T TEXAS** shall provide access to UNEs and combinations of 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.

- 2.14.2 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an 251(c)(3) Unbundled Local Loop(s) and 251(c)(3) Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities, in some cases). An EEL that consists of a combination of voice grade to DS0 level UNE Loops combined with a 251(c)(3) UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in Section 2.14.3.5 below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.14.4 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 CLEC collocation arrangement via a cross-connect).
- 2.14.3 A High-Capacity Included Arrangement is either:
- 2.14.3.1 an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport (DS1 EEL) or dedicated DS3 or higher transport facility or service (DS1 EEL multiplexed onto DS3 transport), or an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service (DS3 EEL); or
- 2.14.3.2 an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service (DS1 EEL), or an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service (DS1 EEL multiplexed onto DS3 transport), or an unbundled DS3 or loop or a DS3 or higher channel termination service (DS3 EEL).
- 2.14.3.3 **AT&T TEXAS** shall not provide access to High-Capacity Included Arrangements (Section 2.14.3) unless CLEC satisfied all of the following conditions set forth in Section 2.14.3.5.1 through 2.14.3.5.8 for each High-Capacity Arrangement requested. Section 2.14.3 shall apply in any arrangement that includes more than one of the UNEs, facilities or services set forth in that Section including, without limitation, any arrangement where one or more UNEs, facilities or services not set forth in Section 2.14.3 is also include or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement or otherwise) and irrespective of the placement or sequence.
- 2.14.3.4 CLEC (directly and not via an Affiliate) has received state certification from the Texas Commission to provide local voice service in the area being served.
- 2.14.3.5 The following criteria must be satisfied for each High-Capacity Included Arrangement, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL, each DS3 EEL, and each DS1 equivalent circuit on a multiplexed DS3 transport arrangement:
- 2.14.3.5.1 Each DS1 circuit to be provided to each End User Customer will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an **AT&T TEXAS** local service area



and within the LATA where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit.

- 2.14.3.5.2 Each DS1 equivalent circuit of a DS3 circuit must have its own Local Telephone Number assignment, so that each DS3 EEL must have at least twenty-eight (28) Local voice Telephone Numbers assigned to it.
- 2.14.3.5.3 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit.
- 2.14.3.5.4 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will terminate in a collocation arrangement that meets the requirements of Section 2.14.4 of this Attachment.
- 2.14.3.5.5 Each circuit to be provided to each End User Customer will be served by an interconnection trunk that meets the requirements of Section 2.14.4.3 of this Attachment.
- 2.14.3.5.6 For each twenty-four (24) DS1 EELs (or DS1 equivalents of a DS3 EEL), CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.14.4.3 of this Attachment for the exchange of local traffic in the same LATA as that of the EELs' end users. CLEC is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center.
- 2.14.3.5.7 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will be served by a switch capable of providing local voice traffic.
- 2.14.3.5.8 By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, **AT&T TEXAS** shall not be required to provide, and shall not provide, any UNE combination of a DS1 UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.14.4 of this Attachment 251(c)(3) UNE.

2.14.4 A collocation arrangement meets the requirements of Section 2.14 of this Attachment if it is:

- 2.14.4.1 Established pursuant to Section 251(c)(6) of the Act and located at **AT&T TEXAS'** premises within the same LATA as the End User's premises, when **AT&T TEXAS** is not the collocator; or
- 2.14.4.2 Located at a third party's premises within the same LATA as the end user's CLEC's premises, when **AT&T TEXAS** is the collocator.
- 2.14.4.3 An interconnection trunk meets the requirements of Sections 2.14.3.5.4 and 2.4.3.5.5 of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the Included Arrangement.

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- 2.15.4 For a new circuit to which Section 2.14.3.3 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.14.3.5.1 and Section 2.14.3.5.3, respectively. In such case, CLEC shall satisfy Section 2.14.3.5.1 and/or Section 2.14.3.5.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within thirty (30) days after **AT&T TEXAS** provisions such new circuit.
- 2.15.4.1 Section 2.15.4 does not apply to existing circuits to which Section 2.14.3.3 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.14.3.5.1 and Section 2.14.3.5.3 requirements for existing circuits at the time it initiates the ordering process).
- 2.15.5 CLEC must provide the certification required by Section 2.14 on a form provided by **AT&T TEXAS**, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Before accessing (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a commingled EEL as a UNE, CLEC must certify to all of the requirements set out in Section 2.14.3.5. CLEC may provide this certification by completing a form provided by **AT&T TEXAS** either on a single circuit or a blanket basis, at CLEC's option.
- 2.15.5.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with **AT&T TEXAS**.
- 2.15.6 In addition to any other audit rights provided for in this Agreement and those allowed by law, **AT&T TEXAS** may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.15. For purposes of calculating and applying an "annual basis", it means for Texas a consecutive 12-month period, beginning upon **AT&T TEXAS'** written notice that an audit will be performed for Texas, subject to Section 2.15.6.4 of this Section.
- 2.15.6.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA),

which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.

2.15.6.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.15.

2.15.6.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.15.6.4 Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 2.15, CLEC must true-up any difference in payments paid to **AT&T TEXAS** and the rates and charges CLEC would have owed **AT&T TEXAS** beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.15 of this Attachment is effective. CLEC shall submit orders to **AT&T TEXAS** to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits to an equivalent or substantially similar wholesale service, or group of wholesale services, or disconnect all noncompliant circuit(s). CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to **AT&T TEXAS**. Conversion and disconnect orders shall be submitted within thirty (30) days of the date on which CLEC receives a copy of the auditor's report. With respect to any noncompliant circuit for which CLEC fails to submit a conversion order or dispute the auditor's finding within such 30-day time period, **AT&T TEXAS** may initiate and effect such a conversion on its own without any further consent by CLEC. Conversion shall not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to CLEC for any work performed by **AT&T TEXAS** unless CLEC agrees to such charges in advance. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.15 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., **AT&T TEXAS** shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.15.6.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.15, CLEC must reimburse **AT&T TEXAS** for the cost of the independent auditor's work and for **AT&T TEXAS'** costs in the same manner and using the same methodology and rates that **AT&T TEXAS** is required to pay CLEC's costs under Section 2.15.6.4.2.

2.15.6.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.15, **AT&T**

**TEXAS** must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

- 2.15.6.4.3 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.
- 2.15.7 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.15 in all cases and, further, the failure of **AT&T TEXAS** to require such compliance, including if **AT&T TEXAS** provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 2.15, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 2.15.8 Where processes for any 251(c)(3) UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, **AT&T TEXAS** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.15.9 **AT&T TEXAS** will combine 251(c)(3) UNEs, combine 251(c)(3) UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Attachment 6: 251(c)(3) Unbundled Network Elements.
- 2.15.10 The Parties intend that this Attachment 6: 251(c)(3) Unbundled Network Elements contains the sole and exclusive terms and conditions by which CLEC will obtain 251(c)(3) UNEs from **AT&T TEXAS**. Accordingly, except as may be specifically permitted by this Attachment 6: 251(c)(3) Unbundled Network Elements, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (251(c)(3) or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any **AT&T TEXAS** tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **AT&T TEXAS** to enforce the foregoing (including if **AT&T TEXAS** fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, 251(c)(3) or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, **AT&T TEXAS** may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, **AT&T TEXAS** may process any such order as being submitted under this Attachment 6: 251(c)(3) Unbundled Network Elements and, further, may convert any element provided under tariff, to this Attachment 6: 251(c)(3) Unbundled Network Elements, 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.

- 2.16 Intentionally Left Blank
- 2.17 Various Subsections below list the 251(c)(3) Unbundled Network Elements that **AT&T TEXAS** has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. **AT&T TEXAS** will make additional 251(c)(3) Unbundled Network Elements available pursuant to the terms of Section 2.31 of this Attachment.
- 2.18 Subject to the terms herein, **AT&T TEXAS** is responsible only for the installation, operation and maintenance of the 251(c)(3) Unbundled Network Elements it provides. **AT&T TEXAS** is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.
- 2.19 Except upon request, **AT&T TEXAS** will not separate preexisting combinations of network elements.
- 2.20 Where 251(c)(3) Unbundled Network Elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to **AT&T TEXAS** for future provisioning needs, unless such element is disconnected in error. CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of CLEC's End User's services.
- 2.20.1 **AT&T TEXAS** and CLEC shall be barred from using disconnect reports, loss notifications, or any other notification of disconnection provided by **AT&T TEXAS'** wholesale operations for marketing purposes of any kind. Instead such notifications are provided for back office purposes only.
- 2.21 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.22 Except as otherwise set forth in this Attachment, **AT&T TEXAS** will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of **AT&T TEXAS'** business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major network facilities change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by **AT&T TEXAS** and CLEC.
- 2.23 The use of the term "purchase" herein notwithstanding, 251(c)(3) Unbundled Network Elements provided to CLEC under the provisions of this Attachment will remain the property of **AT&T TEXAS**.
- 2.24 The elements provided pursuant to this Agreement will be available to **AT&T TEXAS** at times mutually agreed upon in order to permit **AT&T TEXAS** to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 2.25 Except as provided in other attachments to this Agreement, CLEC's use of any **AT&T TEXAS** 251(c)(3) Unbundled Network Element, or of its own equipment or facilities in conjunction with any **AT&T TEXAS** 251(c)(3) Unbundled Network Element or in a Commingling arrangement, will not

materially interfere with or impair service over any facilities of **AT&T TEXAS**, 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, **AT&T TEXAS** 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.

- 2.26 **AT&T TEXAS** and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what **AT&T TEXAS** provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.
- 2.27 Performance of 251(c)(3) Unbundled Network Elements
- 2.27.1 Each 251(c)(3) Unbundled Network Element provided by **AT&T TEXAS** to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which **AT&T TEXAS** provides to itself. Each Network Element will be provided in accordance with **AT&T TEXAS** Technical Publications or other written descriptions. CLEC may request, and **AT&T TEXAS** will provide, to the extent technically feasible, 251(c)(3) Unbundled Network Elements that are superior or not lesser in quality than **AT&T TEXAS** provides to itself and such service will be requested pursuant to the BFR process.
- 2.27.2 **AT&T TEXAS** will provide a **AT&T TEXAS** Technical Publication or other written description for each 251(c)(3) Unbundled Network Element offered under this Agreement. The Technical Publication or other description for an 251(c)(3) Unbundled Network Element will describe the features, functions, and capabilities provided by the 251(c)(3) Unbundled Network Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the 251(c)(3) Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the 251(c)(3) Unbundled Network Element.
- 2.27.3 Nothing in this Agreement 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 such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by 47 CFR Sections 51:325-335. 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 **AT&T TEXAS**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.27.4 Except as otherwise set forth in this Attachment, **AT&T TEXAS** will provide notification of network changes in accordance with 47 CFR Section 51:325-335.

- 2.27.5 For 251(c)(3) Unbundled Network Elements purchased through the BFR Process, **AT&T TEXAS**, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.
- 2.27.6 For each 251(c)(3) Unbundled Network Element provided for in this Attachment, **AT&T TEXAS** Technical Publications or other written descriptions meeting the requirements of this Section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.
- 2.27.7 **AT&T TEXAS** will provide performance measurements as outlined in Attachment 17 under this Agreement. **AT&T TEXAS** will not levy a separate charge for providing this information.
- 2.28 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.
- 2.29 When CLEC purchases 251(c)(3) Unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to CLEC local service customers, **AT&T TEXAS** will not collect access charges from CLEC or other IXCs except for charges for exchange access transport services that an IXC elects to purchase from **AT&T TEXAS**.
- 2.30 CLEC will connect equipment and facilities that are compatible with the **AT&T TEXAS** 251(c)(3) Unbundled Network Elements and will use 251(c)(3) Unbundled Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.1.1. In the event that **AT&T TEXAS** denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with unbundled elements possessed by CLEC, **AT&T TEXAS** shall provide written notice to CLEC of such denial and the basis thereof.
- 2.31 Bona Fide Request (BFR)
- 2.31.1 **AT&T TEXAS**, Bona Fide Request Process
- 2.31.1.1 A Bona Fide Request ("BFR") is the process by which CLEC may request **AT&T TEXAS** to provide CLEC access to an additional or new, undefined UNEs, combinations or commingling (a "Request"), that is required to be provided by **AT&T TEXAS** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request. CLEC may request a single BFR for development of a single new UNE within **AT&T TEXAS**.
- 2.31.1.2 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.
- 2.31.1.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested UNE, combination of UNEs, or Commingling of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a three (3) year forecast.

- 2.31.1.4 CLEC is responsible for all costs incurred by **AT&T TEXAS** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **AT&T TEXAS** for its cost incurred to complete the Preliminary Analysis of the BFR:
- 2.31.1.4.1 Include with its BFR Application Form a deposit to cover **AT&T TEXAS'** preliminary evaluation costs, in which case **AT&T TEXAS** may not charge CLEC in excess of the deposit to complete the Preliminary Analysis; or
- 2.31.1.4.2 Not make the deposit, in which case CLEC shall be responsible for reasonable and demonstrable preliminary evaluation costs incurred by **AT&T TEXAS** to complete the preliminary Analysis (regardless of whether such costs are greater or less than the deposit).
- 2.31.1.5 The amount of the deposit under Section 2.31.1.4.1 shall be determined through a method and shall not exceed an amount agreed to by the Parties or determined in a cost proceeding.
- 2.31.1.5.1 If CLEC submits a deposit with its BFR, and **AT&T TEXAS** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **AT&T TEXAS** will return the deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the deposit, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 2.31.1.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **AT&T TEXAS**—its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **AT&T TEXAS** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a deposit has been made by CLEC, and the reasonable and demonstrable costs are less than the deposit, 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.
- 2.31.1.7 **AT&T TEXAS** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **AT&T TEXAS** 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 Attachment begins once **AT&T TEXAS** has received a complete and accurate BFR Application Form and, if applicable, the deposit.
- 2.31.1.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **AT&T TEXAS** will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that **AT&T TEXAS** will offer the Request to CLEC or (ii) advise CLEC that **AT&T TEXAS** will not offer the Request. If **AT&T TEXAS** indicates it will not offer the Request, **AT&T TEXAS** 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 **AT&T TEXAS** under the Act and/or, iii) that the BFR is not the correct process for the request.

2.31.1.9 If the Preliminary Analysis indicates that **AT&T TEXAS** will offer the Request, CLEC may, at its discretion, provide written authorization for **AT&T TEXAS** 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 **AT&T TEXAS** 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 **AT&T TEXAS** all demonstrable costs as set forth above. Any request by CLEC for **AT&T TEXAS** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

2.31.1.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **AT&T TEXAS** shall provide to CLEC a BFR Quote.

2.31.1.11 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 **AT&T TEXAS** 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 Attachment, exercise its rights under the Dispute Resolution Section of the GTC. If **AT&T TEXAS** 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 **AT&T TEXAS** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

2.31.1.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

2.31.1.13 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 Attachment of this Agreement.

### 3. NETWORK INTERFACE DEVICE

3.1 The Network Interface Device (NID) is a device used to connect loop facilities to inside wiring or a compatible interface device or NID on a **AT&T TEXAS** owned or controlled telephone pole where the CLEC Radio Port connects with **AT&T TEXAS'** network. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its End User Customer or an **AT&T TEXAS**-supplied loop and a compatible interface device or NID on an **AT&T TEXAS**

owned or controlled telephone pole where the CLEC Radio Port connects with **AT&T TEXAS'** network. The NID Unbundled Network Element is defined as any means of interconnection of End User Customer premises wiring to **AT&T TEXAS'** distribution loop facilities, such as a cross connect device used for that purpose, and it includes all features, functions, and capabilities of the NID. The NID contains the appropriate and accessible connection points or posts to which **AT&T TEXAS**, CLEC and/or the End User Customer each make its connections. Pursuant to applicable FCC rules, **AT&T TEXAS** offers nondiscriminatory access to the Network Interface Device on an unbundled basis to any requesting Telecommunications Carrier for the provision of a telecommunications service.

- 3.1.1 The NID can be a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit.
- 3.1.2 The NID may provide a protective ground connection for outside plant terminating directly on the NID. In addition, the NID provides the following functionality:
  - a. the termination mechanism for **AT&T TEXAS'** outside plant,
  - b. the termination mechanism for the customer premises wiring, and
  - c. a point for test access by qualified technicians.
- 3.2 CLEC personnel may connect to the customer's inside wire at the **AT&T TEXAS** NID, as is, at no charge. Should CLEC request **AT&T TEXAS** to disconnect its loop from the customer's inside wire, **AT&T TEXAS** will charge CLEC a non recurring charge as reflected in the Pricing Sheets labeled as "Disconnect Loop from inside wiring, per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by **AT&T TEXAS** based on Time and Materials charges as reflected in the Pricing Sheets labeled "Time and Materials Charges".
- 3.3 To the extent a **AT&T TEXAS** NID exists, it will be the interface to customers' premises wiring or a compatible interface device or NID on an **AT&T TEXAS** owned or controlled telephone pole where the CLEC Radio Port connects with the **AT&T TEXAS** network unless CLEC and the customer agree to an interface that bypasses the **AT&T TEXAS** NID.
- 3.4 When CLEC provides its own NID it will interface to the customer's premises wiring through connections in the customer chamber, if available, of the **AT&T TEXAS** NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.
- 3.5 The **AT&T TEXAS** NIDs that CLEC uses under this Attachment will be those installed by **AT&T TEXAS** or an **AT&T TEXAS** authorized representative to serve its customers.
- 3.6 In no case shall either Party remove or disconnect the other Party's Loop facilities from the other Party's NIDs or protectors. In no case shall either Party remove or disconnect ground wires from the other Party's NIDs or protectors.
- 3.7 In no case shall either Party remove or disconnect NID chambers or divisions, protectors from the other Party's NID.
- 3.8 **AT&T TEXAS** shall permit CLEC to connect its loop facilities to End User Customer premises wiring through **AT&T TEXAS'** NID, or at any other technically feasible point.

3.8.1 Notwithstanding any language to the contrary, CLEC may request **AT&T TEXAS** to place a compatible interface device or NID on an **AT&T TEXAS** owned or controlled telephone pole where the CLEC Radio Port connects with the **AT&T TEXAS** network. The rates, terms and conditions for such placement will be the same as for establishing a new network interface arrangement at a business location using an appropriate protected outdoor network interface device.

3.9 If CLEC requests a different type of NID not included with the loop, **AT&T TEXAS** will consider the requested type of NID to be facilitated via the Bona Fide Request (BFR) Process.

#### 4.0 LOCAL LOOP

4.1 Consistent with Sections 1.4 and Section 2. of this Attachment 251(c)(3) Unbundled Network Elements, **AT&T TEXAS** shall provide local loops under the following terms and conditions in this subsection.

4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an **AT&T TEXAS** Central Office and the loop demarcation point at an End User Customer premises or a compatible interface device or NID on an **AT&T TEXAS** owned or controlled telephone pole where the CLEC Radio Port connects with **AT&T TEXAS'** network. A loop may also function as a UNE when used to provide Telecommunications Service to more than one CLEC Customer via a CLEC supplied radio port. The loop includes the NID and may include the Inside Wire subloop in a multi-unit environment where the Inside Wire subloop is owned or controlled by **AT&T TEXAS**. The Parties acknowledge and agree that a transmission facility to a CMRS facility does not have to be unbundled. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in the Pricing Sheets). The local loop UNE includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law.

4.2.1 **AT&T TEXAS** must provide timely access to unbundled loops offered under the terms of this agreement. **AT&T TEXAS'** timeliness will be measured as required by the provisions in Attachment 17: Performance Remedy Plan.

4.3 **AT&T TEXAS** shall provide at the rates, terms, and conditions set out in this Attachment and the Pricing Sheets, the types of UNE Loops in Sections 4.3.1- 4.3.6. When CLEC orders an 251(c)(3) Unbundled Local Loop, CLEC will be provided a termination on whatever demarcation device, if any, connects the loop to the customer premises or a compatible interface device or NID on a **AT&T TEXAS** owned or controlled telephone pole where the CLEC Radio Port connects with **AT&T TEXAS'** network, without additional charge.

4.3.1 The standard for 2-Wire analog loop is loss not exceeding eight (8) dB. SBC will offer 2-Wire analog loop not to exceed five (5) dB as an option which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.3.2 The 4-Wire analog loop 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.

- 4.3.3 The 2-Wire 160 Kbps digital interface loop (ISDN-BRI) facilitates transmission of digital signals at 160 Kbps and provides two (2) B plus D channels.
- 4.3.4 Intentionally Left Blank.
- 4.3.5 A DS1 loop facilitates transmission of digital signals at 1.544 Mbps and terminates in a 4-wire electrical interface at both ends.
- 4.3.5.1 DS1 UNE Loops (where they have not been Declassified and subject to caps set forth in Section 4.3.6.2). However, notwithstanding this Section 4.3.5.1, access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as **AT&T TEXAS** may elect at its own discretion.
- 4.3.6 DS1 UNE Loops will be offered and/or provided only where such loops have not been Declassified.
- 4.3.6.1 The procedures set forth below will apply in the event DS1 loops (DS1) are or have been Declassified.
- 4.3.6.2 DS1 UNE Loop "Caps"
- 4.3.6.2.1 **AT&T TEXAS** is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UNE Loops per requesting carrier to any single building in which DS1 UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering 251(c)(3) Unbundled DS1 Loops once CLEC has already obtained ten (10) DS1 251(c)(3) UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at **AT&T TEXAS'** option it may accept the order, but convert any requested DS1 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 loop(s) as of the date of provisioning.
- 4.3.7 Nothing in the loop definitions provided above is intended to limit CLEC from using 251(c)(3) UNE DSL Loops to transmit signals in the ranges as specified in Attachment 25: DSL, which forms a part of this Agreement. **AT&T TEXAS** agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of Attachment 25: DSL, UNE Line Splitting, and the general terms and conditions applicable to UNEs (Sections 2. - 2.31.1.13, supra).
- 4.3.8 CLEC may request and, to the extent technically feasible, **AT&T TEXAS** will provide additional loop types and conditioning pursuant to the BFR process. The availability of a loop type through the BFR process does not limit the availability to CLEC of equivalent functionality that are available to CLEC and priced under this Agreement.
- 4.3.9 When CLEC owns or manages its own switch and requests an unbundled 251(c)(3) Unbundled loop to be terminated on CLEC's switch and the requested loop is currently serviced by **AT&T TEXAS'** Integrated Digital Loop Carrier (IDLC) or Remote Switching technology acting in a pair gain application. **AT&T TEXAS** will, where available, move the

requested unbundled 251(c)(3) loop to a spare, existing physical or a universal digital loop carrier unbundled 251(c)(3) loop at no additional charge to CLEC. If, however, no spare unbundled 251(c)(3) Unbundled loop is available, **AT&T TEXAS** will within forty-eight (48) hours, excluding weekends and holidays, of CLEC's request notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the BFR process.

4.4 In addition to any liability provisions in this agreement, **AT&T TEXAS** does not guarantee or make any warranty with respect to 251(c)(3) Unbundled loops when used in an explosive atmosphere. CLEC will indemnify, defend and hold **AT&T TEXAS** harmless from any and all claims by any person relating to CLEC's or CLEC End User's use of 251(c)(3) Unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by **AT&T TEXAS**.

#### 4.5 Routine Network Modifications for UNE Local Loops

4.5.1 **AT&T TEXAS** shall make routine network modifications to UNE Local Loops facilities used by CLEC where the requested UNE Local Loops loop facility has already been constructed. **AT&T TEXAS** shall perform routine network modifications to 251(c)(3) Unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loops loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

4.5.2 A routine network modification is an activity that **AT&T TEXAS** regularly undertakes for its own retail customers. Routine network modifications include those activities that **AT&T TEXAS** undertakes to provide service to its own retail customers using loops of the same type and capacity requested by the requesting Telecommunications Carriers under the same conditions and in the same manner that **AT&T TEXAS** does for its own retail customers, subject to the limitations of 4.5.2.1, below. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings, splicing of cable, adding a doubler, adding an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer.

4.5.2.1 Routine network modifications do not include constructing new loops; installing new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. **AT&T TEXAS** is not obligated to perform those activities for a requesting Telecommunications Carrier.

4.5.2.2 **AT&T TEXAS** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **AT&T TEXAS'** retail customers.

4.5.2.3 This Agreement does not require **AT&T TEXAS** to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber

packetized transmission facility to the extent **AT&T TEXAS** has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; nor does this Agreement prohibit **AT&T TEXAS** from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided **AT&T TEXAS** complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).

4.5.2.4 Notwithstanding anything to the contrary herein, **AT&T TEXAS'** obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and, as to access to the TDM capabilities of **AT&T TEXAS'** hybrid loops, only with respect to any existing capabilities of **AT&T TEXAS'** hybrid loops. **AT&T TEXAS** has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.

4.5.3 The decision as to whether **AT&T TEXAS** may charge for routine network modifications and if so, what rates, terms and conditions for such pricing would apply, should be addressed at a later date in a separate docket number.

#### 4.6 DS3 Digital Loop

4.6.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **AT&T TEXAS** Central Office to the End User premises.

4.6.2 DS3 251(c)(3) UNE Loops will be offered and/or provided only where such DS3 UNE Loops have not been Declassified.

4.6.3 The procedures set forth in Section 4.6.4.1 below will apply in the event DS3 loops are or have been Declassified.

4.6.4 DS3 UNE Loop "Caps"

4.6.4.1 **AT&T TEXAS** is not obligated to provide to CLEC more than one (1) DS3 251(c)(3) UNE Loop per requesting carrier to any single building in which DS3 loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 UNE Loops once CLEC has already obtained one DS3 251(c)(3) UNE Loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at **AT&T TEXAS'** option it may accept the order, but convert any requested DS3 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 loop(s) as of the date of provisioning.

4.7 Quantity and Location Limitations on Access to DS1 and DS3 Loops obtained under this Agreement

(A) A "fiber-based collocater" is defined in accordance with TRRO and 47 C.F.R. 51.5.

- (B) The term "same building" is to be interpreted to mean a structure under one roof or two (2) or more structures on one premises which are connected by an enclosed or covered passageway.
- (C) A "business line" is defined in accordance with TRRO and 47 C.F.R. 51.5.
- 4.8 251(c)(3) UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement including, but not limited to, Section 2. of this Attachment.
- 4.9 Hybrid Loops – **AT&T TEXAS** will provide CLEC with access to hybrid loops in accordance with 47 C.F.R. §51.319(a)(2). A Hybrid Loop is a local loop composed of both fiber optic cable usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 4.10 When CLEC seeks access to a hybrid loop for the provision of broadband services, **AT&T TEXAS** shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that hybrid loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an 251(c)(3) Unbundled basis to establish a complete transmission path between **AT&T TEXAS'** Central Office and an End User Customer's premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.
- 4.11 For narrowband access, **AT&T TEXAS** shall provide non-discriminatory access either to an entire hybrid loop capable of voice grade services (i.e. equivalent to DS0 capacity) using time division multiplexing; or to a spare home-run copper loop serving that customer on an 251(c)(3) Unbundled basis.
- 4.12 Fiber to the Home Loops – A fiber to the home loop (FTTH) is a local loop consisting of entirely fiber cable, whether dark or lit, and serving an End User Customer's premises. **AT&T TEXAS** shall provide access to FTTH consistent with the terms set forth below.
- 4.12.1 New Builds – **AT&T TEXAS** is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an 251(c)(3) Unbundled basis when **AT&T TEXAS** deploys such a loop to an End User Customer's premises that previously has not been served by any loop facility.
- 4.12.2 Over Builds – **AT&T TEXAS** is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an 251(c)(3) Unbundled basis when **AT&T TEXAS** has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:
- 4.12.2.1 **AT&T TEXAS** must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an 251(c)(3) Unbundled basis unless **AT&T TEXAS** retires the copper loop pursuant to Section 4.12.3 and 47 CFR § 51.319(a)(3)(iii).
- 4.12.2.2 If **AT&T TEXAS** maintains the existing copper loop pursuant to Section 51.319(a)(3)(ii)(A) of this Section **AT&T TEXAS** need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case

**AT&T TEXAS** shall restore the copper loop to serviceable condition upon request.

4.12.2.3 Should **AT&T TEXAS** retire the copper loop pursuant to Section 4.12.3 and 47 CFR § 51.319(a)(3)(iii) of this Section **AT&T TEXAS** shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an 251(c)(3) Unbundled basis.

4.12.3 Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, **AT&T TEXAS** must comply with:

4.12.3.1 The network disclosure requirements set forth in Section 251(c)(5) of the Act and in 51.325 through 51.335.

#### 4.13 Declassification Procedure

4.13.1 DS1. Subject to the cap described in Section 4.3.6.2.1, **AT&T TEXAS** shall provide CLEC with access to a DS1 251(c)(3) UNE Loop, where available, to any building not served by a wire center with 60,000 or more business lines and four (4) or more fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as 251(c)(3)UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3)UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

4.13.2 DS3. Subject to the cap described in Section 4.6.4.1, **AT&T TEXAS** shall provide CLEC with access to a DS3 251(c)(3)UNE Loop, where available, to any building not served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 251(c)(3) UNE Loops in such wire center(s), or any buildings served by such wire center(s).

4.13.3 Effect on Embedded Base. Upon Declassification of DS1 Loops or DS3 Loops already purchased by CLEC on 251(c)(3) UNEs under this Agreement, **AT&T TEXAS** will provide written notice to CLEC of such Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of sixty (60) days from the date of such notice, **AT&T TEXAS** agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the **AT&T TEXAS** notice letter. Unless CLEC has submitted an LSR and/or ASR, as applicable, to **AT&T TEXAS** requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, **AT&T TEXAS** shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to



such other service arrangement as **AT&T TEXAS** and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and **AT&T TEXAS** have failed to reach agreement as to a substitute service within such sixty (60) day period, then **AT&T TEXAS** may disconnect the subject UNE(s) or combination of UNES

- 4.13.4 Where such UNE(s) or combination of UNES are converted to an analogous access service, **AT&T TEXAS** shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of **AT&T TEXAS**' applicable access tariff, with the effective bill date being the first day following the sixty (60) notice period. **AT&T TEXAS** shall not impose any untariffed termination, reconnect, or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any declassified network elements.
- 4.13.5 Products provided by **AT&T TEXAS** in conjunction with such loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section, where such loops are Declassified, except in those situations where a cross-connect is used to connect a 251(c)(3) Unbundled Network Element to a wholesale service provided by **AT&T TEXAS**, in which case such cross-connects will be priced at TELRIC .
- 4.13.5 The Parties agree that activity by **AT&T TEXAS** under this Section 4.13 shall not be subject to the Network Disclosure Rules.

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4.17 Coordinated Cut

- 4.17.1 For each Loop order awaiting completion in **AT&T TEXAS**' ordering systems, CLEC will contact **AT&T TEXAS** and the Parties will agree on a cutover time at least two (2) business days before the due date. The cutover time will be defined as a half (1/2) hour, within which both CLEC and **AT&T TEXAS** personnel will make telephone contact to begin the cutover activity. Cutover activity that is requested to take place outside of normal business hours (8 a.m. to 5 p.m. Monday through Friday) will be billed as "additional labor" described in **AT&T TEXAS**' Access Service Tariff. When CLEC orders CHC service, **AT&T TEXAS** shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the applicable Tariffs or Pricing Sheets.
- 4.17.2 Within the appointed half (1/2) hour cutover time, CLEC will call **AT&T TEXAS**' Local Operations Center ("LOC"), and when the LOC is reached in that interval, such work will begin. If CLEC fails to call or is not ready within the appointed interval, and if CLEC had not called to reschedule the work at least two (2) business hours prior to the start of the interval, CLEC and **AT&T TEXAS** will reschedule the work order on a mutually negotiated basis when a supplemental LSR has been submitted to include the new date then based on the FOC and due date guidelines order will be negotiated again for CHC.

- 4.17.3 If either CLEC or **AT&T TEXAS** can not comply with the schedule, that Party will timely notify the other. If CLEC's notice is not at least two (2) business hours prior to the start of the scheduled interval of the coordinated cut, the CLEC will pay **AT&T TEXAS** the applicable Non-Recurring Charge (NRC). In addition, non-recurring charges for the rescheduled appointment will apply. If **AT&T TEXAS'** notice is not at least two (2) business hours prior to the start of the scheduled interval of the coordinated cut, **AT&T TEXAS** will waive any applicable NRC. If **AT&T TEXAS'** LOC is not available or ready when CLEC calls during the half (1/2) hour interval, **AT&T TEXAS** will not bill the change order charge for the due date change for the Loop or Loops scheduled for that interval and will reschedule the installation time on a mutually negotiated basis.

## 5.0 DS1 AND DS3 DEDICATED TRANSPORT

- 5.1 Subject to Section 2 of this Attachment 251(c)(3) Unbundled Network Elements, **AT&T TEXAS** shall provide 251(c)(3) Unbundled DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection:
- 5.2 "Dedicated Transport" is defined as **AT&T TEXAS** interoffice transmission facilities between wire centers or switches owned by **AT&T TEXAS**, or between wire centers or switches owned by **AT&T TEXAS** and switches owned by requesting Telecommunications Carriers, dedicated to a particular customer or carrier. **AT&T TEXAS** is not obligated to provide CLEC with 251(c)(3) Unbundled access to Dedicated Transport that does not connect a pair of **AT&T TEXAS'** wire centers.
- 5.2.1 A "route" is defined as a transmission path between one of **AT&T TEXAS'** wire centers or switches and another of **AT&T TEXAS'** wire centers or switches. A route between two (2) points (e.g. wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 5.3 **AT&T TEXAS** will be responsible in a non-discriminatory manner for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Unbundled Dedicated Transport.
- 5.3.1 Unbundled Dedicated Transport: Subject to the caps set forth in Sections 5.3.3.1 and 5.3.3.2, 251(c)(3) Unbundled Dedicated Transport ("UDT") will be provided only where such facilities exist at the time of CLEC request, and only over routes that UNE Dedicated Transport has not been Declassified.
- 5.3.1.1 **AT&T TEXAS** will offer 251(c)(3) Unbundled Dedicated Transport as a point-to-point transmission facility only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps) dedicated to CLEC.
- 5.3.1.2 **AT&T TEXAS** will offer 251(c)(3) Unbundled Dedicated Transport using then-existing infrastructure facilities and equipment.
- 5.3.1.3 251(c)(3) Unbundled Dedicated Transport elements are provided over such routes as **AT&T TEXAS** may elect. If CLEC requests special routing of UNE

Dedicated Transport, **AT&T TEXAS** will respond to such requests under the BFR process.

- 5.3.1.4 Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa. Multiplexing is only available when ordered in conjunction with 251(c)(3) Unbundled Dedicated Transport.
- 5.3.1.5 Other optional features available to CLEC with UNE Dedicated Transport e.g., multiplexing, are available at the rates listed in the Pricing Sheets.
- 5.3.2 Routine Network Modifications – 251(c)(3) UNE Dedicated Transport
  - 5.3.2.1 **AT&T TEXAS** shall make routine network modifications to 251(c)(3) UNE Dedicated Transport facilities used by CLEC where the requested 251(c)(3) UNE Dedicated Transport facilities have already been constructed. **AT&T TEXAS** shall perform routine network modifications to 251(c)(3) UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the 251(c)(3) UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
  - 5.3.2.2 Notwithstanding anything to the contrary herein, **AT&T TEXAS'** obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
  - 5.3.2.3 The decision as to whether **AT&T TEXAS** may charge for routine network modifications and if so, what rates, terms and conditions for such pricing would apply, should be addressed at a later date in a separate docket number.
- 5.3.3 DS3 UNE Dedicated Transport "Caps"
  - 5.3.3.1 DS3 UNE Dedicated Transport "Caps" -- **AT&T TEXAS** is not obligated to provide to CLEC more than twelve (12) DS3 UNE Dedicated Transport circuits on each route on which DS3 UNE Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport once CLEC has already obtained twelve (12) DS3 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, **AT&T TEXAS** is not required to accept cap-exceeding UNE orders if and when **AT&T TEXAS's** OSS is capable of filtering out and preventing/rejecting those orders provided that such OSS enhancement is consistent with outcomes of related Change Management Process. **AT&T TEXAS** may, at its option, accept the order, but convert any requested DS3 UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.
  - 5.3.3.2 DS1 UNE Dedicated Transport "Caps" - **AT&T TEXAS** is not obligated to provide to CLEC more than ten (10) DS1 UNE Dedicated Transport circuits on each route on which DS1 UNE Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 UNE Dedicated Transport once CLEC has

already obtained ten (10) DS1 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, **AT&T TEXAS** is not required to accept cap-exceeding UNE orders if and when **AT&T TEXAS**'s OSS is capable of filtering out and preventing/rejecting those orders provided that such OSS enhancement is consistent with outcomes of related Change Management Process. **AT&T TEXAS** may, at its option, accept the order, but convert any requested DS1 UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.

5.3.4 Declassification Procedure: Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.

5.3.4.1 Wire Center "Tiers" -- For purposes of this Section 5.3, wire centers are classified into three (3) "tiers," as follows:

- (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four (4) fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
- (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least three (3) fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

5.3.4.2 251(c)(3) UNE DS1 Dedicated Transport Declassification

5.3.4.2.1 Subject to the cap described in Section 5.3.3.2, **AT&T TEXAS** shall provide CLEC with access to 251(c)(3) UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such **AT&T TEXAS** must provide 251(c)(3) UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. 251(c)(3) UNE DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such route(s).

#### 5.3.4.3 251(c)(3) UNE DS3 Dedicated Transport Declassification

5.3.4.3.1 Subject to the cap described in Section 5.3.3.1, **AT&T TEXAS** shall provide CLEC with access to 251(c)(3) UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such **AT&T TEXAS** must provide 251(c)(3) UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such route(s).

5.3.5 SBC has posted and will post a list to its CLEC On-line website, identifying the wire centers where routes for DS1 and DS3 UNE Dedicated Transport are Declassified under Sections 5.3.4.2 and 5.3.4.3, above, and those Sections shall apply for situations where SBC's posted list does not identify a wire center(s) relevant to CLEC's order for DS1 or DS3 UNE Dedicated Transport.

5.3.5.1 Effect on Embedded Base. Upon Declassification of DS1 UNE Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as 251(c)(3) UNEs under this Agreement, **AT&T TEXAS** will provide written notice to CLEC of such Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of sixty (60) days from the date of such notice, **AT&T TEXAS** agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the **AT&T TEXAS** notice letter. Unless CLEC has submitted an LSR and/or ASR, as applicable, to **AT&T TEXAS** requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, **AT&T TEXAS** shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as **AT&T TEXAS** and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and **AT&T TEXAS** have failed to reach agreement as to a substitute service within such sixty (60) day period, then **AT&T TEXAS** may disconnect the subject UNE(s) or combination of UNEs.

5.3.5.2 Where such UNE(s) or combination of UNEs are converted to an analogous access service, **AT&T TEXAS** shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of **AT&T TEXAS'** applicable access tariff, with the effective bill date being the first day following the sixty (60) notice period. **AT&T TEXAS** shall not impose any untariffed termination, reconnect, or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any declassified network elements.

- 5.3.6 Product provided by **AT&T TEXAS** in conjunction with 251(c)(3) UNE DS1 and DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section, except in those situations where a cross-connect is used to connect a 251(c)(3) Unbundled Network Element to a wholesale service provided by **AT&T TEXAS**, in which case such cross-connects will be priced at TELRIC.
- 5.3.7 The Parties agree that activity by **AT&T TEXAS** under this Section 5.3 shall not be subject to the Network Disclosure Rules.
- 5.3.8 Technical Requirements For All UNE Dedicated Transport

This Section sets forth technical requirements for all UNE Dedicated Transport.

5.3.8.1 When requested by CLEC and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request. Physical diversity shall be provided for 251(c)(3) UNE Dedicated Transport. Physical Diversity means that two (2) circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

5.3.8.2 **AT&T TEXAS** shall provide the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by CLEC shall be subject to additional charges per a BFR process. When additional costs are incurred by **AT&T TEXAS** for CLEC specific diversity, **AT&T TEXAS** will advise CLEC of the applicable additional charges. **AT&T TEXAS** 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.

5.3.8.3 Where physical diversity does not exist for dedicated transport, **AT&T TEXAS** may be requested to provide such diversity through the BFR process.

5.3.9 Digital Cross-Connect System (DCS)

5.3.9.1 **AT&T TEXAS** will offer DCS as NRS (Network Reconfiguration Service) through the Federal Tariff F.C.C. No. 73, Section 18, Network Management Services.

## 6. 911 OR E911 DATABASE

- 6.1 Access to **AT&T TEXAS'** 911 or E911 call related databases will be provided as described in the 911 and E911 Attachment.

## 7. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 7.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, provided for in Attachment 27: Access to Operations Support Systems, and billing functions supported by SBC's databases and information, provided for in Attachment 28: Comprehensive Billing.

## 8. CROSS CONNECTS

- 8.1 The cross connect is the media between the **AT&T TEXAS** distribution frame and an CLEC designated collocated space, UNE Access Method, Subloop Access Method or other **AT&T TEXAS** 251(c)(3) Unbundled Network Elements purchased by CLEC.
- 8.2 **AT&T TEXAS** offers a choice of loop cross connects with each 251(c)(3) Unbundled loop type. **AT&T TEXAS** will charge CLEC the appropriate rate as set forth in the Pricing Sheets labeled "Loop Cross Connect" and "Loop Cross Connect (without testing)".
- 8.3 Cross connects to the collocation arrangement associated with 251(c)(3) Unbundled local loops are available with or without automated testing and monitoring capability.
- 8.4 Intentionally Left Blank
- 8.5 Cross connects must also be ordered with 251(c)(3) Unbundled Dedicated Transport (UDT).
- 8.5.1 **AT&T TEXAS** will charge CLEC the applicable rates as shown on the Pricing Sheets.
- 8.6 The applicable dedicated transport cross connects include:
- 8.6.1 DS-1
- 8.6.2 DS-3
- 8.7 When CLEC purchases Interoffice dark fiber, CLEC will pay the charges shown on the Pricing Sheets labeled "Dark Fiber Cross Connect - Interoffice".

## 9. ADDITIONAL REQUIREMENTS APPLICABLE TO 251(C)(3) UNBUNDLED NETWORK ELEMENTS

This Section 9 sets forth additional requirements for 251(c)(3) Unbundled Network Elements which **AT&T TEXAS** agrees to offer to CLEC under this Agreement.

- 9.1 **AT&T TEXAS** must offer 251(c)(3) Unbundled Local Loops with and without automated testing and monitoring services where technically feasible. If CLEC uses its own testing and monitoring services, **AT&T TEXAS** still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.
- 9.2 Synchronization
- 9.2.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

## 9.2.2 Technical Requirements

**AT&T TEXAS** will provide synchronization to equipment that is owned by **AT&T TEXAS** and is used to provide a network element to CLEC in the same manner that **AT&T TEXAS** provides synchronization to itself.

## 10. PRICING

### 10.1 Price Schedules

Attached hereto as Pricing Sheets is a schedule which reflects the prices at which **AT&T TEXAS** agrees to furnish 251(c)(3) Unbundled Network Elements to CLEC.

## 11. 251(C)(3) UNBUNDLED NETWORK ELEMENTS COMBINATIONS

Notwithstanding anything in this Agreement to the contrary (including but not limited to this Attachment the Pricing Sheets), **AT&T TEXAS** agrees to make all 251(c)(3) Unbundled Network Elements Combinations set forth in this Agreement available to CLEC on the terms and at the prices provided in this Agreement.

## 12. 253(c)(3) UNE DEDICATED TRANSPORT DARK FIBER

**AT&T TEXAS** shall provide 253(c)(3) UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. **AT&T TEXAS** is not required to provide Loop Dark Fiber on an 251(c)(3) Unbundled basis. (For definitional purposes only, Loop Dark Fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications service.)

### 12.1 Definition of 253(c)(3) UNE Dedicated Transport Dark Fiber

12.1.1 In **AT&T TEXAS**, 251(c)(3) UNE Dedicated Transport Dark Fiber is deployed, unlit optical fiber within **AT&T TEXAS'** network. 253(c)(3) UNE Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities.

### 12.2 253(c)(3) UNE Dedicated Transport Dark Fiber

12.2.1 At 251(c)(3) UNE Dedicated Transport Dark Fiber segments in routes that have not been Declassified, **AT&T TEXAS** will provide a 253(c)(3) UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Section 12.3 below. 253(c)(3) UNE Dedicated Transport Dark Fiber is defined as **AT&T TEXAS** dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within **AT&T TEXAS'** network, connecting **AT&T TEXAS** switches or wire centers within a LATA. 253(c)(3) UNE Dedicated Transport Dark Fiber does not include transmission facilities between the **AT&T TEXAS** network and the CLEC network or the location of CLEC equipment. **AT&T TEXAS** will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each **AT&T TEXAS** CO where the requested UNE Dedicated Transport Dark Fiber(s) terminate.

12.2.2 A "route" is defined as a transmission path between one of **AT&T TEXAS'** wire centers or switches and another of **AT&T TEXAS'** wire centers or switches. A route between two (2)points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through



one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

### 12.3 Spare 251(c)(3) UNE Dedicated Transport Dark Fiber Inventory Availability and Condition

12.3.1 All available spare 251(c)(3) UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare 251(c)(3) UNE Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare 253(c)(3) UNE Dedicated Transport Dark Fiber does not include maintenance spares, fibers set aside and documented for **AT&T TEXAS**' forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare 251(c)(3) UNE Dedicated Transport Dark Fiber contained in the requested segment during any two (2) year period.

### 12.4 Determining Spare 251(c)(3) UNE Dedicated Transport Dark Fibers

12.4.1 **AT&T TEXAS** will inventory 253(c)(3) UNE Dedicated Transport Dark Fiber. Spare 253(c)(3) UNE Dedicated Transport Dark Fiber does not include the following:

12.4.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

12.4.1.1.1 Cables with twenty-four (24) fibers and less: two (2) maintenance spare fibers

12.4.1.1.2 Cables with thirty-six (36) and forty-eight (48) fibers: four (4) maintenance spare fibers

12.4.1.1.3 Cables with seventy-two (72) and ninety-six (96) fibers: eight (8) maintenance spare fibers

12.4.1.1.4 Cables with one hundred and forty-four (144) fibers: twelve (12) maintenance spare fibers

12.4.1.1.5 Cables with two hundred and sixteen (216) fibers: eighteen (18) maintenance spares

12.4.1.1.6 Cables with two hundred and eighty-eight (288) fibers: twenty-four (24) maintenance spares

12.4.1.1.7 Cables with four hundred and thirty-two (432) fibers: thirty-six (36) maintenance spares

12.4.1.1.8 Cables with eight hundred and sixty-four (864) fibers: seventy-two (72) maintenance spares.

12.4.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare 253(c)(3) UNE Dedicated Transport Dark Fiber that would otherwise be available.

12.4.1.3 **AT&T TEXAS** growth fibers. Fibers documented as reserved by **AT&T TEXAS** for utilization for growth within the twelve (12) month period following the carrier's request.

12.4.2 The appropriate **AT&T TEXAS** engineering organization will maintain records on each fiber optic cable for which CLECs request 251(c)(3) UNE Dedicated Transport Dark Fiber.

## 12.5 Quantities and Time Frames for ordering 251(c)(3) UNE Dedicated Transport Dark Fiber

12.5.1 The minimum number of 251(c)(3) UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare 253(c)(3) UNE Dedicated Transport Dark Fiber in the segment requested. Should spare 253(c)(3) UNE Dedicated Transport Dark Fiber fall below eight (8) strands in a given location, **AT&T TEXAS** will provide no more than a quantity of two (2) strands. (See definition of spare set forth in Section 12.3 above.)

12.5.2 If CLEC wishes to request 251(c)(3) UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Pricing Sheets.

12.5.2.1 If spare 251(c)(3) UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, **AT&T TEXAS** will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.

12.5.3 251(c)(3) UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve 251(c)(3) UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the 251(c)(3) UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in the Pricing Sheets will be applied.

## 12.6 Right of Revocation of Access to 251(c)(3) UNE Dedicated Transport Dark Fiber

12.6.1 Right of revocation of access to 251(c)(3) UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Attachment. For clarification purposes, **AT&T TEXAS'** right of revocation of access under this Section 12.6 applies even when the affected 253(c)(3) UNE Dedicated Transport Dark Fiber remains a 251(c)(3) UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 12.6.

12.6.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date **AT&T TEXAS** provided the fiber(s), **AT&T TEXAS** may revoke CLEC's

access to the 251(c)(3) UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to **AT&T TEXAS**' inventory.

- 12.6.3 **AT&T TEXAS** may reclaim from the CLEC the right to use 251(c)(3) UNE Dedicated Transport Dark Fiber , whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. If the reclaimed 251(c)(3) UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, **AT&T TEXAS** will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. **AT&T TEXAS** must also demonstrate to the CLEC that the reclaimed 253(c)(3) UNE Dedicated Transport Dark Fiber will be needed to meet **AT&T TEXAS**' bandwidth requirements within the twelve (12) months following the revocation.

12.7 Access Methods specific to 251(c)(3) UNE Dedicated Transport Dark Fiber

- 12.7.1 The demarcation point for 251(c)(3) UNE Dedicated Transport Dark Fiber at Central Offices and End User premises will be in an **AT&T TEXAS** approved splitter shelf. This arrangement allows for non-intrusive testing.
- 12.7.2 At CO's, 251(c)(3) UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.

12.8 Installation and Maintenance for 251(c)(3) UNE Dedicated Transport Dark Fiber

- 12.8.1 **AT&T TEXAS** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC or End User equipment.

12.9 Dark Fiber Transport Declassification Procedure

- 12.9.1 **AT&T TEXAS** shall provide CLEC with access to 253(c)(3) UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers, as set forth in Section 12.10 (i), (ii) and (iii), below. As such SBC must provide 253(c)(3) UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then 253(c)(3) UNE Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering 253(c)(3) UNE Dedicated Transport Dark Fiber on such route(s).
- 12.9.2 Effect on Embedded Base. Upon Declassification of 253(c)(3) UNE Dedicated Transport Dark Fiber already purchased by CLEC as a 251(c)(3) UNE under this Agreement, **AT&T TEXAS** will provide written notice to CLEC of such Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of sixty (60) days from the date of such notice, **AT&T TEXAS** agrees to continue providing such element(s) under the terms of this Agreement. At the end of the 60-day notice period, provision of the affected 253(c)(3) UNE Dedicated Transport Dark Fiber to CLEC will be terminated without further obligation of **AT&T TEXAS**. Upon receipt of such written notice, CLEC will cease ordering new

elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the **AT&T TEXAS** notice letter.

- 12.9.3 Products provided by **AT&T TEXAS** in conjunction with 253(c)(3) UNE Dedicated Transport Dark Fiber or loop dark fiber, if any, shall also be subject to termination under this Section 12.9 where such fiber is Declassified.
- 12.9.4 The Parties agree that activity by **AT&T TEXAS** under this Section 12.9 shall not be subject to the Network Disclosure Rules.
- 12.10 Wire Center "Tiers" -- For purposes of this Section, wire centers are classified into three (3) "tiers," as follows: Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.
- (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four (4) fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
- (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least three (3) fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.
- 12.11 Routine Network Modifications for 253(c)(3) UNE Dark Fiber Dedicated Transport
- 12.11.1 **AT&T TEXAS** shall make routine network modifications to 253(c)(3) UNE Dedicated Transport Dark Fiber facilities used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested 253(c)(3) UNE Dedicated Transport Dark Fiber facilities have already been constructed. **AT&T TEXAS** shall perform routine network modifications to 253(c)(3) UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether the 253(c)(3) UNE Dedicated Transport Dark Fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.
- 12.11.2 A routine network modification is an activity that **AT&T TEXAS** regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and **AT&T TEXAS** is not obligated to perform those activities for a requesting Telecommunications Carrier.
- 12.12 Routine Network Modifications

- 12.12.1 Routine network modifications do not include constructing new 251(c)(3) UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. **AT&T TEXAS** is not obligated to perform those activities for a requesting Telecommunications Carrier.
- 12.12.2 **AT&T TEXAS** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **AT&T TEXAS'** retail customers.
- 12.12.3 Notwithstanding anything to the contrary herein, **AT&T TEXAS'** obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.
- 12.12.4 The decision as to whether **AT&T TEXAS** may charge for routine network modifications and if so, what rates, terms and conditions for such pricing would apply, should be addressed at a later date in a separate docket number.
- 12.13 Pursuant to the Commission's Arbitration Award in Docket No. 28821, upon the effective date of a Commission Order the EPN arbitration award in Docket No. 25188 ("EPN Award") establishing terms and conditions relating to "Access Information" for Unbundled Dedicated Transport ("Access Information), either Party may provide written notice ("Notice") to the other Party that it wishes to incorporate the Access Information results from the EPN Award into this Agreement. Following such Notice by either Party, the Parties shall negotiate an amendment to this Agreement to incorporate the EPN Award Access Information terms and conditions into this Agreement which shall be deemed effective between the Parties as of the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. The Parties further acknowledge and agree that the results from the EPN Award are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that any reconsideration, agency order, appeal, court order, opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies or otherwise affects such EPN Award or the "Access Information" terms and conditions, either Party may, by providing written notice to the other Party, require that such provisions be deleted, modified and/or renegotiated, as applicable, in good faith and that the Agreement be amended accordingly. If such modifications to the Agreement are not executed within sixty (60) calendar days after the date of such notice, either Party may pursue any rights available to it at law or under the Agreement.
- 12.13.1 In the event that any other Telecommunications Carrier should adopt this Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the EPN Award "Access Information" provisions on a prospective basis following the date the Adopting CLEC's MFN Agreement becomes effective between **AT&T TEXAS** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption (i.e., the MFN Agreement Effective Date).

### 13. MAINTENANCE/REPAIRS/TESTING

- 13.1 **AT&T TEXAS** will provide maintenance for all 251(c)(3) Unbundled Network Elements and 251(c)(3) UNE Combinations ordered under this Agreement at levels equal to the maintenance provided by **AT&T TEXAS** in serving its End User Customers, consistent with this Attachment and

will meet the requirements set forth in this Section 13. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

- 13.2 **AT&T TEXAS** technicians will provide repair service on 251(c)(3) Unbundled Network Elements and 251(c)(3) UNE Combinations that is at least equal in quality to that provided to **AT&T TEXAS** customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of **AT&T TEXAS** customers. CLEC and **AT&T TEXAS** agree to use the severity and priority restoration guidelines set forth in **AT&T TEXAS** MMP 94-08-001 dated April 1996, and as subsequently modified.
- 13.3 When **AT&T TEXAS** returns a "no trouble found" response to a CLEC trouble ticket, CLEC may accept the response or seek a joint test with the **AT&T TEXAS** technician and, at the CLEC's discretion, with a CLEC technician, a vendor technician, and/or the CLEC's network operations center (NOC).
- 13.4 Dispatching of **AT&T TEXAS** technicians to CLEC Customer premises shall be accomplished by **AT&T TEXAS** pursuant to a request received from CLEC. When an **AT&T TEXAS** employee visits the premises of a CLEC local customer, the **AT&T TEXAS** employee must inform the customer that he or she is there acting on behalf of their local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that repair persons were on their premises acting on behalf of their local service provider.
- 13.5 All misdirected repair calls to **AT&T TEXAS** from CLEC customers will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by **AT&T TEXAS** will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in **AT&T TEXAS**' territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for **AT&T TEXAS** customers to a **AT&T TEXAS** designated number.

## APPENDIX WIRE CENTER CLASIFICATION to ATTACHMENT 6: 251(c)(3) Unbundled Network Elements

### 1. NON-IMPAIRED WIRE CENTER CRITERIA AND RELATED PROCESSES

- 1.1 **AT&T TEXAS** has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. **AT&T TEXAS'** designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and for ordering DS1 and DS3 Loops, DS1 and DS3 Transport Circuits, and Dark Fiber Transport unless CLEC provides a self-certification as outlined below. For wire center designations included in **AT&T TEXAS'** May 10, 2006 filing in Docket No. 32526, unless CLEC had provided a self-certification, pursuant to this Section, 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 was provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. **AT&T TEXAS** will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Appendix shall be deemed to mean an Accessible Letter issued after the effective date of the Amendment under which this Appendix becomes part of CLEC's Agreement.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rules 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, CLEC disputes the **AT&T TEXAS** wire center non-impairment designation, CLEC will provide a self-certification to **AT&T TEXAS** identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers designated or posted on CLEC Online by **AT&T TEXAS** as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to **AT&T TEXAS** claiming self certification or CLEC may elect to self-certify using a written or electronic notification sent to **AT&T TEXAS**. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, **AT&T TEXAS** shall provision the requested facilities in accordance with CLEC's order and within **AT&T TEXAS'** standard ordering interval applicable to such facilities. If **AT&T TEXAS** in error rejects CLEC's orders, where CLEC has provided self certification described in this Appendix, **AT&T TEXAS** will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. For wire center designations included in **AT&T TEXAS'** May 10, 2006 filing in Docket No. 32526, CLEC may not submit a self-certification after April 7, 2006. For wire center designations that occur after April 7, 2006, CLEC may not submit a self-certification for a wire center after the transition period referred to in Section 1.1.1.5 below for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

- 1.1.1 The parties recognize that a wire center that was not designated as meeting the FCC's non-impairment thresholds in **AT&T TEXAS'** May 10, 2006 filing in Docket No. 32526 may

meet those thresholds in the future. In the event that a wire center that was not identified in **AT&T TEXAS'** May 10, 2006 filing in Docket No. 32526 as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, **AT&T TEXAS** may add the wire center to the list of designated wire centers and the Parties will use the following process:

- 1.1.1.1 **AT&T TEXAS** may update its list of designated wire centers as changes occur.
  - 1.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, **AT&T TEXAS** will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
  - 1.1.1.3 **AT&T TEXAS** will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
  - 1.1.1.4 In the event CLEC disagrees with **AT&T TEXAS'** designation, CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute **AT&T TEXAS'** designation by providing a self-certification to **AT&T TEXAS** in accordance with the reasonably diligent standard of paragraph 234 in the TRRO.
  - 1.1.1.5 If CLEC does not use the self-certification process described in this Appendix to self-certify against **AT&T TEXAS'** wire center designation within 60 calendar days of the issuance of the Accessible Letter, or does not submit a self-certification pursuant to Section 1.1.3 below, the parties must comply with the transitional period set forth in Sections X.XX, X.XX and X.XX<sup>1</sup> (For purposes of establishing the beginning of the transition period, the written notice referenced in the above-referenced sections will be deemed to have been given 31 calendar days after the issuance of the Accessible Letter. No additional notification will be required.)
  - 1.1.1.6 If CLEC does provide self-certification to dispute **AT&T TEXAS'** designation within 60 calendar days of the issuance of the Accessible Letter, **AT&T TEXAS** may dispute CLEC's self-certification as described in Sections 1.1.3 and 1.1.4 of this Appendix and **AT&T TEXAS** will accept and provision the applicable loop and transport orders for CLEC during a dispute resolution process.
  - 1.1.1.7 During the applicable transition period referenced in Section 1.1.1.5 above, the rates paid by CLEC when it has not used the self-certification process will be the rates in effect at the time of the non-impairment designations plus 15%.
- 1.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
- 1.1.2.1 Commission approval is required before any designated wire center is Declassified pursuant to the thresholds set forth in Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If no CLEC provides self certification, **AT&T TEXAS** shall make a filing with the Commission requesting approval of such Declassification(s). Commission approval of such

<sup>1</sup> See CLEC Coalition, KMC Telecom Holding, Birch-Ionex, Xspedius Communications, LLC UNE Appendix at 4.7.1.3, 5.3.1.1 and 7.10.; CLEC Joint Petitioner's at 4.13.3, 5.3.5.1 and 12.9.2



Declassification(s) is required even if a CLEC withdraws its self-certification before, or after, a dispute has been filed with the Commission. A filing seeking Commission approval of wire centers designated for declassification shall include the following information: a) the common language location identifier of the wire center; b) the number of switched business lines served by **AT&T TEXAS** in that wire center as reported in ARMIS 43-08 for the year just ended; c) the number of UNE-P lines and/or lines provided via comparable commercial agreements used to serve business customers; d) the number of analog UNE-L lines in service; e) the number of DS0 voice grade equivalent lines provided over DS-1 UNE-L lines in service; f) the number of DS0 voice grade equivalent lines provided over DS-3 UNE-L lines in service; g) a completed worksheet that shows, in detail, any conversion of access lines to DS0 voice grade equivalents; h) the names of unaffiliated fiber-based collocators, if fiber-based collocators were utilized as a determining factor for designation; and i) affidavits of persons attesting to the aforementioned information.

- 1.1.3 In the state of Texas, if it desires to do so, **AT&T TEXAS** can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: **AT&T TEXAS** will notify CLEC of its intent to dispute CLEC's self-certification within 30 days of CLEC's self-certification or within 30 days of the effective date of the Amendment under which this Appendix is made part of CLEC's Agreement, whichever is later. **AT&T TEXAS** will file the dispute for resolution with the state Commission within 60 days of CLEC's self-certification or within 60 days of the effective date of the Amendment, whichever is later. **AT&T TEXAS** will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. **AT&T TEXAS'** failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self certification for a given wire center, shall be deemed a waiver by **AT&T TEXAS** of its rights to challenge any subsequent self certification submitted by CLEC for that wire center except as provided below. **AT&T TEXAS** shall promptly notify CLEC of any time where **AT&T TEXAS** has waived its ability to challenge a self-certification as to any wire center. **AT&T TEXAS** may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed such that **AT&T TEXAS** asserts that the non-impairment thresholds set forth in the FCC's TRRO and accompanying rules have been met, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 1.1.1 of this Appendix. If **AT&T TEXAS** issues an Accessible Letter notifying CLECs that it has filed a self-certification dispute, and CLEC had not previously submitted a self-certification for the wire center(s) in dispute, **AT&T TEXAS** will accept a self-certification from CLEC indicating that it is relying upon the self-certification of another carrier for its reasonably diligent inquiry for ten calendar days after the issuance of the Accessible Letter. During the timeframe of any dispute resolution proceeding, **AT&T TEXAS** shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC that submitted a self-certification for the wire center(s) in dispute at the rates in the UNE Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

- 1.1.3.1 For wire centers designated in **AT&T TEXAS'** May 10, 2006 filing in Docket No. 32526 and
- 1.1.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,
- 1.1.3.1.1.1 CLEC will provide true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.3 of the Embedded Base Rider between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.2 of the Embedded Base Rider. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually disconnected or transitioned to an alternative service or arrangement. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.
- 1.1.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after **AT&T TEXAS'** notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.
- 1.1.3.2 For wire centers designated by **AT&T TEXAS** after April 7, 2006,
- 1.1.3.2.1 For affected loop/transport elements ordered before SBC's wire center designation,
- 1.1.3.2.1.1 For Dark Fiber Transport, if the applicable transition period is within the initial *TRRO* transition period described in Section 2.4.1 of the Embedded Base Rider, CLEC will provide true-up during the period between the date that is thirty (30) days after **AT&T TEXAS'** notice of non-impairment and the date the circuit is transitioned at the transitional rate described in Section 2.3 of the Embedded Base Rider.
- 1.1.3.2.1.2 For Dark Fiber Transport, if the applicable transition period is after the initial TRRO transition period described in Section 2.4.1 of the Embedded Base Rider has expired, CLEC will provide true-up based on the rate in effect at the time of **AT&T TEXAS'** non-impairment designation plus 15% between the date that is thirty (30) days after SBC ILEC's notice of non-impairment and the end of the applicable transition period described in Section 1.1.1 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be

determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.2.1.3 For DS1/DS3 Transport or DS1/DS3 Loops, CLEC will provide true-up based on the rate in effect at the time of **AT&T TEXAS'** non-impairment designation plus 15% between the date that is thirty (30) days after **AT&T TEXAS'** notice of non-impairment and the end of the applicable transition period described in Section 1.1.1.5 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.2.2 For affected loop/transport elements ordered after SBC's wire center designation, CLEC will provide true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after SBC ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

1.1.4 If the CLEC has self-certified, and, during the pendency of any self-certification dispute, including but not limited to Docket 31303, has paid transitional rates for circuits that were covered by the self-certification, **AT&T TEXAS** will pay true-up to the CLEC in the event the state Commission upholds the CLEC's self-certification. **AT&T TEXAS** will pay true-up to CLEC based on the difference between the transitional rate paid by the CLEC and the TELRIC-based rate to which the CLEC is entitled.

1.1.5 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, **AT&T TEXAS** will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which **AT&T TEXAS** intends to rely, which will include the detailed business line information for the **AT&T TEXAS** wire center or centers that are the subject of the dispute.

1.2 Requested transitions of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s) shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

1.3 **AT&T TEXAS** will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. **AT&T TEXAS** will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically

requested by CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

- 1.4 A building that is served by both an impaired wire center and a non-impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended. CLECs will continue to have unbundled access to high-capacity loops for a building whenever the primary serving wire center for the geographic area in which the building is located is impaired, regardless of the impairment status of any other wire center that might also have connectivity to the building. However, CLEC may not obtain DS1 and/or DS3 loops from any wire center designated as non-impaired for DS1 and/or DS3 Loops.

## REMAND ORDER EMBEDDED BASE TEMPORARY RIDER

This is a Temporary Rider (the "Rider") to the Interconnection Agreement by and between **AT&T TEXAS**, ("**AT&T TEXAS**") and Phonoscope Light Wave, Inc. ("CLEC") (collectively referred to as "the Parties") ("Agreement") contemporaneously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "*Triennial Review Order*" or "*TRO*"), which became effective as of October 2, 2003; and

WHEREAS, by its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, **AT&T TEXAS** was no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law as further defined below ("TRO Declassified Elements"); and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("*USTA II*") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the *USTA II* decision vacated certain of the FCC rules and parts of the *TRO* requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act; and

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,<sup>1</sup> on February 4, 2005 ("*TRO Remand Order*"), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS") or access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs ("TRRO Affected Elements"); and

WHEREAS, the FCC, in its *TRO Remand Order*, instituted transition periods and pricing to apply to CLEC's embedded base of the TRRO Affected elements; and

WHEREAS, as of the date the parties executed the Agreement to which this Temporary Rider is attached, CLEC is purchasing TRO Declassified Elements and/or has an embedded base of one or more of the TRRO Affected Elements, and the transition periods applicable to one or more of the elements had not yet expired.

NOW, THEREFORE, the Parties attach the following temporary terms and conditions to the Agreement as set forth below:

### 1. TRO-DECLASSIFIED ELEMENTS

- 1.1 Pursuant to the *TRO*, nothing in this Agreement requires **AT&T TEXAS** to provide to CLEC any of the following items on an unbundled basis pursuant to Section 251(c)(3) of the Act
- (i) entrance facilities

<sup>1</sup> Order on Remand, *Unbundled Access to Network Elements: Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

- (ii) OCn level dedicated transport;
- (iii) "enterprise" market (DS1 and above) local circuit switching (defined as (a) all line-side and trunk-side facilities as defined in the *TRO*, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);
- (iv) OCn loops;
- (v) the feeder portion of the loop;
- (vi) line sharing;
- (vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;
- (viii) shared transport and SS7 signaling to the extent not provided in conjunction with unbundled local switching;
- (ix) packet switching, including routers and DSLAMs;
- (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR § 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and
- (xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that **AT&T TEXAS** has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case **AT&T TEXAS** will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

The above-listed items are referred to in this Amendment as "TRO Declassified Elements." Nothing in this section shall limit **AT&T TEXAS'** ability to commingle a facility or service previously acquired as a UNE with a UNE or combination of UNES pursuant to Attachment 6, Section 2.11 of the Parties' ICA.

1.2 Transition Provision of TRO Declassified Elements. This Section sets forth the Notice and Transition Processes for TRO Declassified Elements.

- 1.2.1 **AT&T TEXAS** is not required to provide the TRO Declassified Element(s) on an unbundled basis pursuant to 251(c)(3) to CLEC under this Agreement, and the following notice and transition procedure shall apply:

- 1.2.2 **AT&T TEXAS** will provide written notice to CLEC of the fact that the TRO Declassified Element(s) that had been previously provided on an unbundled basis is no longer required to be provided pursuant to 251(c)(3). During a transitional period of thirty (30) days from the date of such notice, **AT&T TEXAS** agrees to continue providing such element(s) in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for the thirty (30) day transitional period.
- 1.2.3 Upon receipt of such written notice, CLEC will cease new orders for such TRO Declassified Elements that are identified in the **AT&T TEXAS** notice letter. **AT&T TEXAS** reserves the right to monitor, review, and/or reject CLEC orders transmitted to **AT&T TEXAS** and, to the extent that the CLEC has submitted orders and such orders are provisioned after this thirty (30) day transitional period, such network elements are still subject to this Section 1.0, including the CLEC options set forth in Section 1.2.4 below, and **AT&T TEXAS'** right of conversion in the event the CLEC options are not accomplished by the end of the 30-day transitional period.
- 1.2.4 During such thirty (30) day transitional period, the following options are available to CLEC with regard to the network element(s) identified in the **AT&T TEXAS** notice, including the combination or other arrangement in which the network element(s) were previously provided:
- (i) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the network element(s); or
  - (ii) **AT&T TEXAS** and CLEC may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments thereto, at the end of the thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 1.2.4(i), above, and if CLEC and **AT&T TEXAS** have failed to reach agreement, under Section 1.2.4(ii), above, as to a substitute service arrangement or element, then **AT&T TEXAS** will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

## 2. TRO REMAND-DECLASSIFIED LOOP-TRANSPORT ELEMENTS

- 2.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:
- (i) Dark Fiber Loops;

- (ii) DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in the TRO Remand Order and Rule 51.319(a)(4) or 51.319(a)(5), as applicable;
- (iii) DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in the TRO Remand Order and Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or
- (iv) Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the "Affected Loop-Transport Element(s)."

2.2 Transitional Provision of Embedded Base. As to each Affected Loop-Transport Element, after March 11, 2005, pursuant to the TRO Remand Order and Rules 51.319(a) and (e), as set forth in the TRO Remand Order, **AT&T TEXAS** shall continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for a transitional period of time, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Loop-Transport Element(s);
- (b) CLEC's transition of an Affected Loop-Transport Element(s) to an alternative arrangement; or
- (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport. To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, **AT&T TEXAS**, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs, unless otherwise instructed in writing by the CLEC.

**AT&T TEXAS'** transitional provision of embedded base Affected Loop-Transport Element(s) under this Section 2.2 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, **AT&T TEXAS** may, without further notice or liability, cease providing the Affected Loop-Transport Element(s).

2.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15%* ("Transitional Pricing").

2.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005.



- 2.3.2 CLEC shall be fully liable to **AT&T TEXAS** to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.
- 2.3.3 The Parties agree to work together to develop a mutually agreeable, conversion process that includes agreement on the conversion request formats and associated systems; as well as an agreement on what additional information is needed from **AT&T TEXAS** to enable **AT&T TEXAS** to identify the loop and transport Network Elements that need to be converted.
- 2.3.4 **AT&T TEXAS** will not require physical rearrangements and will not physically disconnect, separate or alter or change the facilities being replaced, except at the request of **AT&T TEXAS**.
- 2.3.4.1 To avoid customer impact during the transition of UNE-P to alternative arrangements, **AT&T TEXAS** commits to suppress line loss and related CARE notifications when the conversion requests are processed.
- 2.3.5 Conversion Charges - **AT&T TEXAS** shall not impose any termination, re-connect or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Transitional Declassified Network Elements.
- 2.4 End of Transitional Period. CLEC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (as set forth in Sections 2.4.1 and 2.4.2, below). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to **AT&T TEXAS** by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.
- 2.4.1 For Dark Fiber Loops and Affected Dark Fiber Transport, the transition period shall end on September 11, 2006.
- 2.4.2 For Affected DS1 and DS3 Loops and Transport, the transition period shall end on March 11, 2006.
- 2.4.3 To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, **AT&T TEXAS**, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs, unless otherwise instructed in writing by the CLEC.

### 3. TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P

- 3.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise, except as required by State Commission orders. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)

- 3.2 Transitional Provision of Embedded Base. As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, **AT&T TEXAS** shall continue to i) provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC on or *before* September 30, 2005), and ii) provision **AT&T TEXAS** requests to add, change or delete features, record orders, and disconnect orders on UNE-P/ULS, as well as orders to reconfigure existing **AT&T TEXAS** UNE-Ps to a UNE line-splitting arrangement to serve the same end-user or reconfigure to eliminate an existing line-splitting arrangement in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], 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 Mass Market ULS Element(s) or Mass Market UNE-P;
  - (b) CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or
  - (c) March 11, 2006.

**AT&T TEXAS'** transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 3.2 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, **AT&T TEXAS** may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

- 3.2.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Rider, and subject to this Section 3, and subject to the conditions set forth in Section 3.2.1.1 below, **AT&T TEXAS** shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], and only to the extent such items were already being provided, or ordered, on or *before* September 30, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

3.2.1.1 The [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX] must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

- 3.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar. CLEC shall be fully liable to **AT&T TEXAS** to pay such pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

- 3.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.
- 3.3.2 CLEC shall be fully liable to **AT&T TEXAS** to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.
- 3.4 End of Transitional Period. CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).
- 3.4.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P and related items, such as those referenced in Section 3.2.1, above in place on March 11, 2006, **AT&T TEXAS**, without further notice or liability, will re-price such arrangements to resale.
4. Sections 1, 2 and 3, above, apply and are operative regardless of whether CLEC is requesting the TRO Declassified Elements, Affected Loop-Transport Element(s), Mass Market ULS or Mass Market UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.
5. In entering into this Rider, 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 Rider) 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 review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA I*") and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"); the FCC's 2003 Triennial Review Order and 2005 Triennial Review Remand Order; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
6. Except to the extent of the very limited purposes and time periods set forth in this Rider, this Rider does not, in any way, extend the rates, terms or conditions of the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX] beyond its term.
7. The Parties acknowledge and agree that this Rider shall be filed with, and is subject to approval by the Texas Commission and shall become effective ten (10) days following the date upon which the Texas Commission approves this Rider under Section 252(e) of the Act or, absent such state commission approval, the date this Rider is deemed approved by operation of law.

IN WITNESS WHEREOF, this Rider to the Agreement was exchanged in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by the Parties, signing by and through their duly authorized representatives

**Phonoscope Light Wave, Inc.**

**Southwestern Bell Telephone Company d/b/a AT&T TEXAS by AT&T Services, Inc., its authorized agent**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT 10SW - ABT-BILLING-COLLECTING- REMITTING AND CLEARINGHOUSE

## TABLE OF CONTENTS

<u>Section</u>	<u>Page number</u>
1. Introduction .....	3
2. Definitions.....	3
3. BCR General Provisions.....	3
4. BCR Responsibilities of the Parties .....	3
5. BCR Product Specific Service Delivery Provisions .....	4
6. CH General Provisions .....	4
7. CH Responsibilities of the Parties.....	5
8. CH Product Specific Service Delivery Provisions .....	5
9. Limitation of Liability .....	5

## 1. INTRODUCTION

- 1.1 This Attachment 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 (BCR) of such Charges and for Compensation for the services performed in connection with the BCR of such Charges and for the settlement of Alternately Billed Traffic (ABT) utilizing the Clearinghouse (CH) process. This Attachment is only applicable to the **AT&T TEXAS**.

## 2. DEFINITIONS

- 2.1 "Billing, Collecting and Remitting" or "Bill, Collect and Remit" (BCR) means the process and support systems used in **AT&T TEXAS** for which intrastate/intraLATA local ABT calls are settled among participating LECs and CLECs.
- 2.2 "Alternately Billed Traffic (ABT)" means the service that allows either Party's End Users to bill LEC-carried calls to accounts that may not be associated with the originating line, and may include all of the following LEC-carried call types for the purpose of this Attachment:
- 2.2.1 Local and/or intraLATA toll Collect calls
- 2.2.2 Local and/or intraLATA toll Bill-to-Third Number calls
- 2.2.3 Local and intraLATA toll Calling Card calls
- 2.3 "Charges" for BCR only, means 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 below, rendered by a LEC to an End User.
- 2.4 "Clearinghouse" (CH) means the process and support system used in **AT&T TEXAS** for which intrastate/intraLATA toll ABT calls are settled among participating LECs and CLECs.
- 2.5 "Clearinghouse Record" or "CH Record" means the call detail attributed to a single completed toll message.
- 2.6 "Compensation" means the amount to be paid by one Party to the other Party for BCR of Charges.
- 2.7 "Local Exchange Carrier (LEC)" as used in this Attachment, means those Local Exchange Carriers or Competitive Local Exchange Carriers that participate in the BCR process contained herein.
- 2.8 "Local Message" means those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.9 "Revenues" means the sum of all or part of the Charges.

## 3. BCR GENERAL PROVISIONS

- 3.1 This Attachment shall apply to **AT&T TEXAS** procedures for the BCR of revenues (and Compensation to either Party for BCR of such revenues) derived from the following services:
- 3.1.1 LEC-carried local messages of the following types:
- 3.1.1.1 Local Message service Charges billed to a calling card or to a third number.
- 3.1.1.2 Directory Assistance calls charged to a calling card or to a third number.
- 3.1.1.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
- 3.1.1.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

## 4. BCR RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to BCR to **AT&T TEXAS** the Charges for the services described in Section 3.1.1 above which Charges are earned by any LEC (including **AT&T TEXAS**) but which are to be billed to End Users of the CLEC by the CLEC.
- 4.2 In those cases in which the Charges for the services, listed in Section 3.1.1 above, are due any LEC other than **AT&T TEXAS**, **AT&T TEXAS** will arrange to transfer these Charges to the appropriate LEC in accordance with accepted industry standards.

- 4.3 Charges for the services listed in Section 3.1.1 above to be billed, collected and remitted by CLEC for **AT&T TEXAS'** benefit, shall be remitted by CLEC to **AT&T TEXAS** within thirty (30) calendar days of the date of **AT&T TEXAS'** bill to CLEC for such services.
- 4.4 **AT&T TEXAS** agrees to bill and collect (or when another LEC agrees to bill and collect), and to remit to CLEC, the Charges for the services described in Section 3.1.1 above, which Charges are earned by CLEC, but which are to be billed by another LEC (including **AT&T TEXAS** to the End Users of that LEC).
- 4.5 Charges for the services listed in Section 3.1.1 above to be billed, collected and remitted by **AT&T TEXAS** or another LEC for CLEC's benefit, shall be remitted by **AT&T TEXAS** to CLEC within thirty (30) calendar days of the date of CLEC's bill to **AT&T TEXAS** for such services.
- 4.6 The full amount of the Charges transmitted to either Party for BCR shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the Compensation due the Party for performing the End User billing function, as described in Section 5 below. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.1.1 above. Notwithstanding this paragraph, **AT&T TEXAS** may net amounts due to CLEC under this Attachment against amounts owed to **AT&T TEXAS** when **AT&T TEXAS** 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.
- 4.8 **AT&T TEXAS** assumes no responsibility with regard to the accuracy of the data supplied by CLEC when this data is accessed and used by a Third Party.

## 5. BCR PRODUCT SPECIFIC SERVICE DELIVERY PROVISIONS

- 5.1 A Party performing the services described in Section 3.1.1 above will compensate the other Party for each charge billed at the rates set forth in the Pricing Schedule. 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 BCR functions described in Section 4 above.

## 6. CH GENERAL PROVISIONS

- 6.1 ABT does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).
- 6.2 The settlement of ABT revenues, owed by and among participating LECs, via CH in another AT&T-Owned ILEC region is technically infeasible.
- 6.3 The only toll call messages that qualify for submission to **AT&T TEXAS** for CH processing are:
- 6.3.1 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 an End User located in a second LEC's or CLEC Exchange within the same state; or
- 6.3.2 intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one (1) of **AT&T TEXAS'** local exchange operating areas, exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to an End User located in a second LEC's or CLEC Exchange and not in the originating State.
- 6.4 CLEC agrees to pay **AT&T TEXAS** a processing charge in consideration of **AT&T TEXAS'** performance of CH services. This charge is located in the Pricing Schedule.
- 6.5 CLEC agrees to pay a per message charge to the LEC responsible for billing the message, including **AT&T TEXAS** when **AT&T TEXAS** bills the message. This charge is located in the Pricing Schedule.
- 6.6 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 6.3 above. 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 (2) 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.

## 7. CH RESPONSIBILITIES OF THE PARTIES

- 7.1 CLEC agrees that it will provide **AT&T TEXAS** billing records for CH processing that are in industry standard format acceptable to **AT&T TEXAS**. The records shall at minimum 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 billing requirements. 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.
- 7.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to CH. CLEC will retain its originating records for ninety (90) calendar days such that the category ninety-two (92) Records can be retransmitted to **AT&T TEXAS** for CH processing, if needed.
- 7.3 **AT&T TEXAS** will provide and maintain such systems it believes are required to furnish the CH service described herein. **AT&T TEXAS**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 7.4 CLEC will timely furnish to **AT&T TEXAS** all CH Records required to provide the CH service.
- 7.5 Presently, in operating the CH, **AT&T TEXAS** relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any sub-processes are required to settle CH messages due to the use of ported numbers, such sub-processing will be the responsibility of the porting entity.

## 8. CH PRODUCT SPECIFIC SERVICE DELIVERY PROVISIONS

- 8.1 **AT&T TEXAS** will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the:
- 8.1.1 amounts owed by CLEC for billing messages originated by others;
  - 8.1.2 amounts due to CLEC for CLEC originated messages billed by others;
  - 8.1.3 applicable billing charges; and
  - 8.1.4 processing charges.

## 9. LIMITATION OF LIABILITY

- 9.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 9.2 **AT&T TEXAS** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that **AT&T TEXAS** 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 **AT&T TEXAS** may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.3 **AT&T TEXAS** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of 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 **AT&T TEXAS**. Any losses or damage for which **AT&T TEXAS** is held liable under this Attachment for CH will in no event exceed the amount of processing charges incurred by CLEC for the services provided hereunder during the period beginning at the time **AT&T TEXAS** receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.
- 9.4 CLEC agrees to indemnify and hold **AT&T TEXAS** 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 **AT&T TEXAS**' performance pursuant to this Attachment.

## ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment 11: Network Interconnection Architecture (NIA) to the Agreement describes the technical arrangement by which CLEC and **AT&T TEXAS** will interconnect their networks in the event that CLEC is choosing to operate as a Facility-Based Provider in a given **AT&T TEXAS** Local Exchange Area. The arrangements described herein do not apply to the provision and utilization of Unbundled Network Elements, which are addressed in Attachment 6: Unbundled Network Elements.

### 1. DEFINITIONS

- 1.1 "Access Tandem Switch" is a switching machine within the Public Switched Telecommunications Network (PSTN) that is used to connect and switch trunk circuits between and among other End Office Switches for IXC-carried traffic and IntraLATA Toll Traffic as designed and used in some regions as well as switching Section 251(b)(5) Traffic Non-toll VoIP-PSTN Traffic, and ISP-Bound Traffic as designed and used in some regions.
- 1.2 Intentionally Left Blank
- 1.3 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from End Users purchasing local exchange services. A PBX is not considered an End Office Switch.
- 1.4 "Facility-Based Provider" is defined as a Telecommunications Carrier that has deployed its own switch and transport facilities.
- 1.5 "IntraLATA Toll Traffic" is the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the **AT&T TEXAS** local calling area as defined in the Local Exchange Tariff on file with the Public Utilities Commission of Texas.
- 1.6 "ISP-Bound Traffic" is as defined in Attachment 12: Compensation.
- 1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular LCA (defined below).
- 1.8 "Local/Access Tandem Switch" is a switching machine within the PTSN that is used to connect and switch trunk circuits between and among other Central Office Switches for Section 251(b)(5)/IntraLATA TollTraffic and IXC-carried traffic.
- 1.9 A "Local Calling Area" or "LCA" is an **AT&T TEXAS** local calling area, as defined in **AT&T TEXAS'** General Exchange Tariff. LCA is synonymous with "Local Exchange Area" (LEA).
- 1.10 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/ IntraLATA Traffic between CLEC End Users and AT&T End Users. Local Interconnection Trunk Groups are established according to Telcordia Technical Reference GR 317-CORE.
- 1.11 "Local/IntraLATA Tandem Switch" is a switching machine within the PTSN that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/ IntraLATA Toll Traffic.
- 1.12 "Local Only Tandem Switch" is defined as a switching machine within the PTSN that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP Bound Traffic.

- 1.13 "Offers Service" – At such time as CLEC opens an NPA/NXX, ports a CLEC number to serve an End User, or pools a block of numbers to serve End Users.
- 1.14 "Remote End Office Switch" is an **AT&T TEXAS** switch that directly terminates traffic to and receives traffic from End Users of local Exchange Services, but does not have full feature function and capability of an **AT&T TEXAS** End Office Switch. Such features, functions and capabilities are provided between an **AT&T TEXAS** Remote End Office Switch via an umbilical and an **AT&T TEXAS** Host End Office.
- 1.15 Section 251(b)(5) Traffic is as defined in Attachment 12: Compensation.
- 1.16 "Section 251(b)(5)/IntraLATA Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- 1.17 A "Tandem Serving Area" or "TSA" is an **AT&T TEXAS** area defined by the sum of all local calling areas served by **AT&T TEXAS** End Offices that subtend an **AT&T TEXAS** tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

## 2. REQUIREMENTS FOR ESTABLISHING POINTS OF INTERCONNECTION

- 2.1 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within **AT&T TEXAS'** network in the LATA where CLEC Offers Service.
- 2.1.1 A "Single POI" is a single point of interconnection within a LATA on **AT&T TEXAS'** network that is established to interconnect **AT&T TEXAS'** network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.1.2 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
- 2.1.3 CLEC agrees to establish additional POI(s) as follows:
- (i) in any **AT&T TEXAS** TSA separate from any existing POI arrangement when traffic to/from that **AT&T TEXAS** TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
  - (ii) at an **AT&T TEXAS** End Office not served by an **AT&T TEXAS** Tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that end office exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
- 2.1.4 The additional POI(s) will be established within ninety (90) days of notification that the threshold has been met.
- 2.2 Each Party will be responsible for providing the necessary equipment and facilities on their side of the POI(s).
- 2.3 POIs shall be established at any technically feasible point inside the geographical areas in which **AT&T TEXAS** is the Incumbent LEC and within **AT&T TEXAS'** network.
- 2.4 Intentionally Left Blank

2.5 The POI(s) will be identified by street address and Vertical and Horizontal (V & H) Coordinates.

### 3. TRUNKING REQUIREMENTS

3.1 At such time as CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Traffic in an LCA, CLEC shall establish the necessary Local Interconnection Trunk Groups (in accordance with Appendix ITR) to:

3.1.1 Each **AT&T TEXAS** Local Tandem in the LCA where CLEC Offers Service when there are **AT&T TEXAS** Local Tandem(s) in the LCA where CLEC Offers Service.

3.1.2 Each **AT&T TEXAS** End Office in the LCA where CLEC Offers Service when there is no **AT&T TEXAS** Local Tandem in the LCA where CLEC Offers Service. This trunk group shall be established as a direct final.

3.2 When CLEC Offers Service in an LCA that has at least one **AT&T TEXAS** Local Tandem, and the Section 251(b)(5)/IntraLATA Toll Traffic between CLEC and an **AT&T TEXAS** End Office which subtends an **AT&T TEXAS** Local Tandem in the LCA exceeds twenty-four (24) DS0s at peak over three (w3) consecutive month's period of time, CLEC shall establish a direct final Direct End Office Trunk Group (Local Interconnection Trunk Group that terminates to an **AT&T TEXAS** End Office also known as a "DEOT" group) to that **AT&T TEXAS** End Office.

3.3 When the LCA in which CLEC Offers Service for the exchange of Section 251(b)(5) IntraLATA Toll Traffic is served only by an **AT&T TEXAS** Remote End Office Switch, CLEC shall establish a DEOT to the appropriate **AT&T TEXAS** Host End Office Switch.

3.4 DEOT group(s) to **AT&T TEXAS** End Offices shall be provisioned as two-way trunks and used as two-way trunks.

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8. PROVISION OF INFORMATION

8.1 In order to establish or designate any POI and associated trunks and transport facilities under this Agreement, CLEC shall provide all applicable network information on forms acceptable to **AT&T TEXAS** (as set forth in SBC's CLEC Handbook, published on the CLEC Online website.)

9. ASR CONTROL FOR TWO-WAY TRUNK GROUPS

9.1 CLEC shall have administrative and order control (*e.g.*, determination of trunk group size) of all two-way trunk groups provisioned between CLEC and **AT&T TEXAS** with the limited exception detailed in section 9.3 below.

- 9.2 This only applies to the extent that it does not require **AT&T TEXAS** to redesign its network configuration.
- 9.3 **AT&T TEXAS** reserves the right to issue an ASR on CLEC's behalf in the event CLEC is non-responsive to a TGSR for underutilized trunk groups as outlined in Appendix ITR. At no other time shall **AT&T TEXAS** be allowed to issue ASRs on CLEC's behalf.

## 10. ANCILLARY SERVICES

- 10.1 Where CLEC requires ancillary services (e.g., Directory Assistance, Operator Services, 911/E911), additional POIs may be required for interconnection to such ancillary services.
- 10.2 CLEC is solely responsible for the facilities that carry OS/DA, 911, Mass Calling and Meet-Point Trunk Groups. The trunking requirements for these are specified in Appendix ITR.

## 11. SIGNALING

- 11.1 Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the **AT&T TEXAS** network.
- 11.2 Multifrequency (MF) signaling will be utilized in cases where **AT&T TEXAS** switching platforms do not support SS7.

## 12. INTERCONNECTION METHODS

- 12.1 Where CLEC seeks to interconnect with **AT&T TEXAS** for the purpose of mutually exchanging Section 251(b)(5)/IntraLATA Traffic between networks, CLEC may use any of the following methods of obtaining interconnection detailed in Appendix Network Interconnection Methods (NIM) attached hereto and incorporated herein. Such methods include but are not limited to:
- 12.1.1 Physical Collocation;
  - 12.1.2 Virtual Collocation;
  - 12.1.3 Intentionally Left Blank;
  - 12.1.4 Fiber Meet Point;
  - 12.1.5 Leasing of **AT&T TEXAS** facilities;
  - 12.1.6 Leasing of facilities from a third party;
  - 12.1.7 CLEC self-build out;
  - 12.1.8 Any other mutually agreeable methods of obtaining interconnection.

13. In addition, the Parties agree to the interconnection and trunking requirements listed in Appendix Interconnection Trunking Requirements (ITR), which is attached hereto and made a part hereof.

## APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

### 1. INTRODUCTION

- 1.1 The Interconnection of CLEC and **AT&T TEXAS** networks shall be designed to promote network efficiency.
- 1.2 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for CLEC to interconnect any CLEC provided switching facility with **AT&T TEXAS**' facilities. All references to incoming and outgoing trunk groups are from the perspective of the CLEC.
- 1.3 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The Parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 Kbps clear channel capability where it is currently deployed at the time of the request.
- 1.4 **AT&T TEXAS** will allow CLEC to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local, intraLATA and interLATA traffic, provided such combination of traffic is not for the purpose of avoiding access charges, and facility charges associated with dedicated transport used to carry interLATA and intraLATA traffic originated by or terminated to a customer who is not an CLEC local exchange service customer. **AT&T TEXAS** and CLEC may establish a single two way trunk group provisioned to carry intraLATA (including local) and interLATA traffic where technically feasible. CLEC may have administrative control (e.g., determination of trunk size) of this combined two way trunk group to the extent that it does not require **AT&T TEXAS** to redesign its network configuration. When traffic is not segregated according to a traffic type, the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic.
- 1.5 **AT&T TEXAS** shall provide the cross connections at the central office to combine a CLEC's dedicated transport between **AT&T TEXAS** wires centers with that CLEC's special access facilities, or connect the CLEC's dedicated transport with facilities provided by the CLEC, or facilities obtained from other carriers. **AT&T TEXAS** is required to perform these functions at TELRIC based rates.

### 2. TRUNK GROUP CONFIGURATIONS

- 2.1 For Section 251(b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic originating from an End User obtaining local dial tone from CLEC, where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider or IntraLATA Toll Traffic originating from an End User obtaining local dial tone from **AT&T TEXAS** where **AT&T TEXAS** is both the Section 251(b)(5) Traffic and IntraLATA Toll provider. **AT&T TEXAS** will not impose any restrictions on a CLEC that are not imposed on its own traffic with respect to trunking and routing options afforded the CLEC. For purposes of this Attachment 11, Internet Service Providers shall be considered End Users.
- 2.2 CLEC Originating (CLEC to **AT&T TEXAS**)
  - 2.2.1 For traffic that is originated from CLEC to **AT&T TEXAS** subject to Section 1.0 above, IntraLATA Toll traffic originating from an End User obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider may be combined with Section 251(b)(5) and ISP-Bound Traffic on the same trunk group when

CLEC routes traffic to an **AT&T TEXAS** Local/IntraLATA Tandem Switch, Local Tandem switch or directly to an **AT&T TEXAS** End Office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5. of this Appendix, direct trunk group(s) to **AT&T TEXAS**' End Offices will be provisioned as two-way and used as two-way. When **AT&T TEXAS**' Access Tandem Switches are separate from Local Tandem Switches in a Local Exchange Area, a separate trunk group used to carry Section 251(b)(5) Traffic and ISP-Bound Traffic will be provided to each Local tandem and a separate trunk group used to carry IntraLATA Toll Traffic originating from an End User obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider will be provided to each Access Tandem Switch. When there are multiple **AT&T TEXAS** Local/IntraLATA Tandem Switches and/or Local/Access Tandem Switches in a Local Exchange Area, separate trunk groups will be established to each Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch. Such trunk groups may carry both Section 251(b)(5), ISP-Bound Traffic and IntraLATA Toll Traffic originating from an End User obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider. Trunk groups to any **AT&T TEXAS** Tandem(s) shall be provisioned as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the **AT&T TEXAS** network. Multifrequency (MF) signaling will be utilized in cases where **AT&T TEXAS**' switching platforms do not support SS7.

- 2.2.2 A Local Interconnection Trunk Group shall be established from CLEC's switch to each **AT&T** End Office in any LATA where the **AT&T** End Office does not subtend an **AT&T** Local Tandem. This trunk group shall be established as a direct final.
- 2.2.3 Trunking to an **AT&T TEXAS** Local, Local/IntraLATA, or Local/Access Tandem Switch will provide CLEC access to the **AT&T TEXAS** End Offices which subtend that tandem and to other service providers which are connected to **AT&T TEXAS** at that Tandem. Trunking to **AT&T TEXAS**' End Office(s) will provide CLEC access only to the NXXs served by that individual End Office(s).

### 2.3 CLEC Terminating (AT&T TEXAS to CLEC)

- 2.3.1 For CLEC Terminating traffic (**AT&T TEXAS** to CLEC), where **AT&T TEXAS** has a Local/IntraLATA, or Local/Access Tandem Switch, **AT&T TEXAS** will combine the Section 251(b)(5) Traffic, ISP Bound Traffic and IntraLATA Toll Traffic originating from an End User obtaining local dial tone from **AT&T TEXAS** where **AT&T TEXAS** is both the Section 251(b)(5) Traffic and IntraLATA Toll provider over a single two-way trunk group. When **AT&T TEXAS** has Access Tandem Switches separate from Local Tandem Switches in a Local Exchange Area, **AT&T TEXAS** shall deliver Section 251(b)(5) Traffic and ISP-Bound Traffic from the Local Tandem Switch to CLEC over the two-way trunk group to the Local Tandem Switch. **AT&T TEXAS** shall deliver IntraLATA Toll traffic from the Access Tandem Switch to CLEC over the two-way trunk group to the Access Tandem Switch. As noted in Section 2.2.2 above, direct trunk group(s) between CLEC and **AT&T TEXAS**' End Offices will be provisioned as two-way and used as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the **AT&T TEXAS** network. Multifrequency (MF) signaling will be utilized in cases where **AT&T TEXAS** switching platforms do not support SS7.

### 2.4 Meet Point Traffic

- 2.4.1 Meet Point Traffic will be transported between the **AT&T TEXAS** Access Tandem Switch and CLEC over a "Meet Point" Trunk Group separate from any Local or Local and

IntraLATA Toll Trunk Group. This trunk group will be established for the transmission and routing of Exchange Access traffic between CLEC's End Users and interexchange carriers via an **AT&T TEXAS** Access Tandem Switch. When **AT&T TEXAS** has more than one Access Tandem Switch within a Local Exchange Area, CLEC may utilize a single "Meet Point" Trunk Group to one **AT&T TEXAS** Access Tandem Switch within the Local Exchange Area. This trunk group will be provisioned as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group.

## 2.5 Direct End Office Trunking

- 2.5.1 The Parties shall establish a two-way Direct End Office Trunk (DEOT) Group when End Office traffic exceeds twenty-four (24) DSOs at peak over three (3) consecutive month's or when no Local Tandem Switch is present in the Local Exchange Area. Trunking to an **AT&T TEXAS** End Office shall afford CLEC access to only the NXXs served by that individual End Office.
- 2.5.2 Once such trunks are provisioned, traffic from CLEC to AT&T must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic. If an AT&T End Office does not subtend an AT&T Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established by CLEC and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.5.3 All traffic received by AT&T on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch.

## 2.6 E911 Emergency Traffic

- 2.6.1 Dedicated trunk groups will be required to each appropriate E911 tandem within an exchange in which CLEC offers Exchange Service. These trunk groups will be set up as one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.
- 2.6.2 E911 traffic will be routed on a dedicated trunk group directly to the **AT&T TEXAS** tandem that serves the appropriate PSAP. This trunk group will be set up as one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.

## 2.7 Mass Calling (Public Response Choke Network)

- 2.7.1 A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:



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

2.7.2 In addition, CLEC may use call-gapping and software designed networks to control Mass Calling.

2.7.3 At the time that CLEC establishes a Public Response Choke Network NXX and tandem, **AT&T TEXAS** will establish reciprocal mass calling trunks to CLEC subject to the requirements set forth in this Section. CLEC has the option of call gapping or trunking to a specific tandem for gapping by **AT&T TEXAS**.

2.8 Operator Services/Directory Assistance/Inward Assistance Operator Services Trunk Group(s)

2.8.1 Attachment 18 - Customer Information Services specifies the trunk group requirements for Operator Services/Directory Assistance/Inward Assistance Operator Services.

### 3. TRUNK DESIGN BLOCKING CRITERIA

3.1 Trunk forecasting and servicing for the Section 251(b)(5), ISP-Bound Traffic and intraLATA toll trunk groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.OIM [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

Trunk Group Type	Design Blocking Objective
Local Interconnection Trunk Group – Direct End Office (Primary High)	ECCS <sup>1</sup>
Local Interconnection Trunk Group – Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch) (	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

### 4. FORECASTING/SERVICING RESPONSIBILITIES

4.1 CLEC agrees to provide an initial trunk forecast for establishing the initial trunk groups. **AT&T TEXAS** shall review this forecast and if **AT&T TEXAS** has any additional information that will change the forecast, **AT&T TEXAS** shall provide this information to CLEC. Subsequent forecasts will be provided on a quarterly or semi-annual basis, not later than January 1<sup>st</sup> and July 1<sup>st</sup> of each

<sup>1</sup> During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

year in order to be considered in the semi-annual publication of the **AT&T TEXAS** General Trunk Forecast. The forecast will include the use of Common Language Location Identifier (CLLI-MSG) which is described in Telcordia Technologies documents BR795-100-100 and BR795-400-100. Trunk servicing will be performed on a monthly basis at a minimum.

#### 4.2 Intentionally Left Blank

4.3 Such forecasts shall include, subject to adjustments from time to time as circumstances require:

4.3.1 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 (3) (current, plus-1 and plus-2) years; and

4.3.2 A description of major network projects anticipated for the following six (6) months. Major network projects include the introduction of a new switch, trunking or network rearrangements, orders greater than eight (8) DS1s or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.3.2.1 Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

4.4 CLEC shall be responsible for forecasting two-way trunk groups. **AT&T TEXAS** shall be responsible for forecasting and servicing any one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting and servicing any one-way trunk groups terminating to **AT&T TEXAS**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used as described in TELCORDIA TECHNOLOGIES document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.

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

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

## 5. TRUNK SERVICING

5.1 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 and order control for the purpose of issuing ASR's on two-way trunk groups.

5.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. The Party receiving a complete and accurate ASR will issue a Firm Order Confirmation (FOC) and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within the applicable industry established intervals.

5.2.1 Orders greater than eight (8) DS1s shall be submitted as a project as described in Section 5.6 below.

### 5.3 In a Blocking Situation

- 5.3.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **AT&T TEXAS** will issue a TGSR. CLEC will issue an ASR to **AT&T TEXAS** within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.
- 5.3.2 In a blocking situation, AT&T is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TGSR. AT&T will issue an ASR within three (3) Business Days after receipt and review of the TGSR.
- 5.3.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to CLEC for the final trunk group and all subtending high usage trunk groups that are contributing any amount of overflow to the alternate final route.
- 5.3.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to CLEC. If a direct final Third Party Trunk Group is at ninety percent (90%) utilization, a TGSR may be sent to CLEC.

### 5.4 Underutilization

- 5.4.1 Underutilization of Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups 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:
- 5.4.1.1 If a trunk group is under sixty-five percent (65%) 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 twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.
- 5.4.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR, subject to the following Sections.
- 5.4.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
- 5.4.1.4 If **AT&T TEXAS** does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within twenty (20) business day period, **AT&T TEXAS** will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business

days and present adequate reason for keeping trunks operational, **AT&T TEXAS** reserves the right to issue ASRs to resize the Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups.

- 5.5 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) Business Days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by **AT&T** 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. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business 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.
- 5.6 Projects require the coordination and execution of multiple orders or related activities between and among **AT&T TEXAS** and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection, Third Party or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 5.6.1 Orders that comprise a project shall be submitted at the same time and their implementation shall be jointly planned and coordinated.
- 5.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). **AT&T TEXAS** will be responsible for engineering its network on its side of the POI.
- 5.8 Due dates for the installation of Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups covered by this Appendix shall be twenty (20) business days from receipt of a complete and accurate ASR. If one of the Parties 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 Party will provide a requested revised service due date. If CLEC requests a service due date change which exceeds the thirty-one (31) calendar days after the original due date, the ASR must be cancelled by the CLEC. Should the CLEC fail to cancel such an ASR, **AT&T TEXAS** shall treat the ASR as if it were cancelled.
- 5.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.

## 6. **SERVICING OBJECTIVE/DATA EXCHANGE**

- 6.1 Each Party agrees to service trunk groups in a timely manner to the Trunk Design Blocking Criteria as necessary to meet customer demand.
- 6.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to exchange this data and to work cooperatively to implement an exchange of traffic data utilizing FTP computer to computer file transfer process.

## 7. **INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

- 7.1 Where available and at the request of either 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 where it is currently deployed at the time of the request. 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 code that is appropriate for the Trunk Type Modifier in the CLCI-Message code.

7.2 **AT&T TEXAS** will engineer all Local Interconnection Trunk Groups between **AT&T TEXAS** and CLEC to a 6dB of digital pad configuration. Further, as of the date of the execution of this Agreement, **AT&T TEXAS** and CLEC will cooperatively work to identify and convert all existing Local Interconnection Trunk Groups to a 6 dB of digital pad configuration.

7.3 Each Party will provide to the other test-line numbers (i.e., switch milliwatt numbers) and access to test lines.

7.3.1 Each Party will cooperatively plan and implement coordinated testing and repair procedures, which may include industry standard 105 and 108 tests, for the Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

## 8. NETWORK MANAGEMENT

### 8.1 Restrictive Controls

8.1.1 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 **AT&T TEXAS** will immediately notify each other of any protective control action planned or executed.

### 8.2 Expansive Controls

8.2.1 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.

### 8.3 Mass Calling

8.3.1 CLEC and **AT&T TEXAS** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

## 9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 This Appendix, and every Interconnection, service and network element provided thereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such Interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every Interconnection, service and network element provided hereunder.

## 10. TRANSIT TRAFFIC

### 10.1 Introduction

- 10.1.1 This Section 10 sets forth the rates, terms and conditions for Transit Traffic Service when **AT&T TEXAS** acts as a transit service provider for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, **AT&T TEXAS'** End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier.
- 10.1.2 **AT&T TEXAS** offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

## 10.2 Definitions

The definitions in this Section 10 are only for the purpose of Transit Traffic Service as set forth in this Section 10. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or this Attachment 11, then the definition herein governs for the purpose of this Section 10. To the extent that defined terms in the Agreement are used in this Section, but for which no definition appears herein, then the definition in the Agreement controls.

- 10.2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c).
- 10.2.2 "Local" means 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 physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 10.2.3 "Loss" or "Losses" means any and all Losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 10.2.4 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits **AT&T TEXAS'** network and is delivered to CLEC.
- 10.2.5 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through **AT&T TEXAS'** network, i.e., CLEC is using AT&T-TSP's Transit Traffic Service.
- 10.2.6 "Transit Traffic" means traffic originating on CLEC's network that is switched and transported by **AT&T TEXAS** and delivered to a Third Party Terminating Carrier's network or traffic from a Third Party Originating Carrier's network. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with **AT&T TEXAS** is not considered Transit Traffic for the purposes of this Attachment. Additionally Transit Traffic does not include traffic to/from IXCs.
- 10.2.7 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by **AT&T TEXAS**.
- 10.2.8 "Transit Traffic Service" is an optional switching and intermediate transport service provided by **AT&T TEXAS** for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an **AT&T TEXAS** Tandem.

### 10.3 Responsibilities of the Parties

- 10.3.1 **AT&T TEXAS** will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which **AT&T TEXAS** is interconnected, within the same LATA, or outside of that LATA, to the extent a LATA boundary waiver exists.
- 10.3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an **AT&T TEXAS** End User.

### 10.4 CLEC Originated Traffic

- 10.4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that CLEC originates. **AT&T TEXAS** will directly bill CLEC for CLEC-originated Transit Traffic. **AT&T TEXAS** will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will **AT&T TEXAS** pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.
- 10.4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless **AT&T TEXAS** against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against **AT&T TEXAS** for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders **AT&T TEXAS** to pay such Third Party Terminating Carrier for the Transit Traffic **AT&T TEXAS** has delivered to the Third Party Terminating Carrier, then CLEC will indemnify **AT&T TEXAS** for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that **AT&T TEXAS** may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 10.4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to **AT&T TEXAS'** network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If **AT&T TEXAS** identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to **AT&T TEXAS**, but **AT&T TEXAS** is not receiving proper CPN information, then CLEC will work cooperatively with **AT&T TEXAS** to correct the problem. If **AT&T TEXAS** does not receive CPN from CLEC, then **AT&T TEXAS** cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless **AT&T TEXAS** from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that **AT&T TEXAS** delivers to a Third Party Terminating Carrier on behalf of CLEC.
- 10.4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

### 10.5 CLEC Terminated Traffic

- 10.5.1 CLEC shall not charge **AT&T TEXAS** when **AT&T TEXAS** provides Transit Traffic Service as the Transit Service Provider for calls terminated to CLEC.
- 10.5.2 Where **AT&T TEXAS** is providing Transit Traffic Service to CLEC, **AT&T TEXAS** will pass the CPN received from the Third Party Originating Carrier to CLEC. If **AT&T TEXAS** does not receive CPN from the Third Party Originating Carrier, then **AT&T TEXAS** cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless **AT&T TEXAS** from any and all Losses arising from or related to the lack of CPN in this situation. If **AT&T TEXAS** or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with **AT&T TEXAS** and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but **AT&T TEXAS** or CLEC is not properly receiving the information, then CLEC will work cooperatively with **AT&T TEXAS** and the Third Party Originating Carrier to correct the problem.
- 10.5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. **AT&T TEXAS**, as the Transit Service Provider, is not obligated to pay CLEC for such Transit Traffic, and **AT&T TEXAS** is not to be deemed as the default originator of such Transit Traffic or be considered as the default originator.

#### 10.6 Transit Traffic Routing/Trunk Groups

- 10.6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through **AT&T TEXAS**, CLEC shall trunk to **AT&T TEXAS** Tandems in such LATA pursuant to terms in this Attachment 11. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through **AT&T TEXAS**, CLEC shall establish one or more POIs within such LATA and trunk from each POI to **AT&T TEXAS** Tandems in such LATA pursuant to terms in this Attachment 11.
- 10.6.2 CLEC shall route Transit Traffic to the **AT&T TEXAS** Tandem Office Switch from which the Third Party Terminating Carrier switch subtends.
- 10.6.3 Transit Traffic not routed to the appropriate **AT&T TEXAS** Tandem by CLEC shall be considered misrouted. Transit Traffic routed by CLEC through any **AT&T TEXAS** End Office Switch shall be considered misrouted. Upon written notification from **AT&T TEXAS** of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.
- 10.6.4 The same facilities and trunking (ordering, provisioning, servicing, etc.) used pursuant to CLEC's Agreement and in this Attachment 11 to route Section 251(b)(5) Traffic will be used by **AT&T TEXAS** to route Transit Traffic.

#### 10.7 Direct Trunking Requirements

- 10.7.1 When Transit Traffic originated by CLEC requires twenty-four (24) or more trunks, upon sixty (60) days written notice from **AT&T TEXAS**, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, CLEC agrees to cease routing Transit Traffic through the **AT&T TEXAS** Tandem to the Third Party Terminating Carrier (described above), unless **AT&T TEXAS** and CLEC mutually agree otherwise.

#### 10.8 Transit Traffic Rate Application



- 10.8.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. **AT&T TEXAS**, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate **AT&T TEXAS** as a transit service provider for the rate elements at the rate set forth in the Pricing Sheets.

## APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties to obtain Interconnection. These include, but are not limited to: Fiber Meet Point; Virtual Collocation; SONET Based; Physical Collocation and leasing of **AT&T TEXAS** facilities; leasing of facilities from a third party; CLEC self-build out or other mutually agreeable methods of obtaining Interconnection which is incorporated into the Interconnection Agreement by amendment.

### 1. FIBER MEET POINT

- 1.1 Fiber Meet Point between **AT&T TEXAS** and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a **AT&T TEXAS** tandem or End Office building within each LATA. This meet will be on a point-to-point linear chain SONET system over single mode fiber optic cable. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.
- 1.2 CLEC will provide fiber cable to the last entrance manhole at the **AT&T TEXAS** tandem or End Office switch building with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for **AT&T TEXAS** to pull the fiber cable to the **AT&T TEXAS** cable vault for termination. CLEC shall deliver and maintain such strands at its own expense up to the POI. **AT&T** shall take the fiber from the manhole and terminate it inside **AT&T**'s Tandem or End Office building at the cable vault at **AT&T**'s expense. In this case the POI shall be at the manhole location. Each Party shall provide its own source for the synchronized timing of its FOT equipment.
  - 1.2.1 Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Although each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT) the Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT.
  - 1.2.2 The fiber connection point shall occur at the following location:
    - 1.2.2.1 A manhole outside of the **AT&T TEXAS** central office. In this situation, CLEC will provide sufficient fiber optic cable for **AT&T TEXAS** to pull the cable into the **AT&T TEXAS** cable vault for termination. The POI will be at the manhole and **AT&T TEXAS** will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.
- 1.3 The Parties will mutually agree upon the precise terms of each mid-span meet point facility. These terms will cover the technical details of the meet point as well as other network interconnection, provisioning and maintenance issues.
- 1.4 The CLEC location includes FOTs, multiplexing and fiber required to take the optical signal handoff from **AT&T TEXAS** for interconnection trunking as outlined in Appendix ITR.
- 1.5 The **AT&T TEXAS** tandem or End Office switch building includes all **AT&T TEXAS** FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for interconnection trunking as outlined in Appendix ITR. This location is **AT&T TEXAS**' responsibility to provision and maintain.
- 1.6 In both designs, CLEC and **AT&T TEXAS** will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s or DS3s that contain Local Interconnection

Trunk Groups. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and **AT&T TEXAS**.

- 1.7 Electrical handoffs for Fiber Meet Point will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.

## 2. AVOIDANCE OF OVER-PROVISIONING

- 2.1 Underutilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for SONET systems. To avoid over-provisioning, the Parties will agree to joint facility growth planning as detailed below.

## 3. JOINT FACILITY GROWTH PLANNING

- 3.1 The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

### 3.2 Criteria:

- 3.2.1 Investment is to be minimized;
- 3.2.2 Facilities are to be deployed in a "just in time" fashion.

### 3.3 Processes:

- 3.3.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 85% capacity.
- 3.3.2 Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 85%, the growth planning process will be suspended and will not be reinitiated until an 85% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.
- 3.3.3 If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;
- 3.3.4 If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two (2) year period, and the forecast appears reasonable based upon history, the appropriately sized system shall be deployed at the outset. If the forecast indicates volume sufficient to justify a system larger than OC-3, **AT&T TEXAS** shall provide such a system. If the forecast does not justify installing a system larger than OC-3, another minimally sized system (such as on OC-3) should be placed. This criteria

assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties shall negotiate placement of additional fibers.

3.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment.

3.3.6 The joint planning process/negotiations should be completed within two (2) months of identification of 90% fill.

#### 4. VIRTUAL COLLOCATION

4.1 Attachment 13b - Collocation describes the terms and conditions for Interconnection via Collocation.

#### 5. SONET-BASED

5.1 The description for obtaining interconnection by SONET-Based methods is contained in **AT&T TEXAS'** SONET-Based Interconnection tariffs (i.e., **AT&T TEXAS'** Tariff F.C.C. No. 73).

#### 6. PHYSICAL COLLOCATION

6.1 Attachment 13b - Collocation describes the terms and conditions for Interconnection via Collocation.

#### 7. LEASING OF AT&T TEXAS' FACILITIES

7.1 CLEC's leasing of **AT&T TEXAS'** facilities for purposes of Attachment 11: Network Interconnection Architecture will be subject to the terms of this Agreement or the mutual agreement of the Parties. **AT&T TEXAS** offers leased entrance facilities at the applicable Access Tariff rates and other leased interconnection facilities at TELRIC based prices. If a leased facility is included in Attachment 6 UNE: Schedule of Prices, that price is the TELRIC price.

#### 8. LEASING OF FACILITIES FROM A THIRD PARTY OR CLEC SELF-BUILD OUT

8.1 CLEC's leasing of facilities from a Third Party Carrier or self-build out for purposes of Attachment 11: Network Interconnection Architecture shall be at the discretion of CLEC.

## ATTACHMENT 12: INTERCARRIER COMPENSATION

### 1. INTRODUCTION

**AT&T TEXAS** agrees to comply with all Texas Commission reciprocal compensation decisions regarding Internet service traffic subject to the final outcome of appeals of those decisions and the reciprocal compensation selected by the CLEC under this Agreement.

Both Parties, however, reserve all rights to contest any order or decision requiring the payment of reciprocal compensation pursuant to regulatory or judicial approval. Nothing in this Attachment shall constitute an admission by **AT&T TEXAS** that ISP-Bound Traffic (as defined in Section 1.2) is in fact Section 251(b)(5) Traffic (as defined below) subject to reciprocal compensation under the 1996 Federal Telecommunications Act. **AT&T TEXAS** will make available to a CLEC that is similarly situated to another ILEC or CLEC (i.e., similar traffic types and the same geographic areas as defined by rate centers) each compensation arrangement for serving customers in optional or mandatory, one-way or two-way EAS, including ELCS, area serviced by such ILEC or CLEC similar to the corresponding arrangement that **AT&T TEXAS** has with that ILEC or CLEC for serving those customers, provided the CLEC adopts the agreement containing the compensation arrangement in its entirety, taking all rates, terms, and conditions from the adopted agreement. For purposes of this Agreement, Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic shall mean all Local Traffic (as defined in Section 1.2) and any other traffic in which the Parties must pay each other reciprocal compensation for the transport and termination of telecommunications under this Agreement (excluding any ISP-Bound Traffic).

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and **AT&T TEXAS** will be classified as either Section 251(b)(5) Traffic (including Local Traffic) and Non-toll VoIP-PSTN Traffic, Transit Traffic, Optional EAS Traffic (or Optional Calling Area Traffic), IntraLATA Interexchange Traffic, ISP-bound Traffic, Meet Point Billing, FX Traffic (Virtual, Dedicated and FX-type). The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over local switching purchased by CLEC from **AT&T TEXAS** on a wholesale basis. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale service.
- 1.2 Calls originated by CLEC's End Users and terminated to **AT&T TEXAS'** End Users (or vice versa) will be classified as "Local Traffic" under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such End Users in the same **AT&T TEXAS** exchange area; or (ii) originates and terminates to such End Users within different Exchanges, or within a SBC exchange and an independent ILEC exchange that share a common mandatory local calling area, as defined in **AT&T TEXAS'** tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. Calls originated by **AT&T TEXAS'** End Users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with 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") if the call (i) originates from end users and terminates to an ISP in the same **AT&T TEXAS** exchange area; or (ii) originates from End Users and terminates to an ISP within different **AT&T TEXAS** Exchanges or within an **AT&T TEXAS** exchange and an independent ILEC exchange that share common mandatory local calling area, as defined in **AT&T TEXAS'** tariff, e.g., mandatory

Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes.

- 1.3 To the extent that FX-type and 8YY traffic do not originate from and terminate to an End User within a mandatory local calling scope, they are not eligible for reciprocal compensation. CLECs are not precluded from establishing their own local calling areas or prices for purpose of retail telephone service offerings.

- 1.3.1 Pursuant to the Texas Commission Arbitration Award in Docket 24015, the transport and termination compensation for Virtual FX, Dedicated FX, and FX-type Traffic will be "Bill and Keep."

- 1.3.1.1 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular End User Customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. There are two (2) types of FX service:

- 1.3.1.1.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

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

- 1.3.2 "FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain

classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation).

1.3.3 The Terminating Carrier shall be responsible for not billing any minutes of use on its network that are "Virtual FX Traffic," "FX-type Traffic," or "Dedicated FX Service" as defined herein. To the extent minutes of use are nevertheless billed and paid by the originating carrier, but later found to be Virtual FX, Dedicated FX, or FX-type Traffic that should have been subject to Bill and Keep, the terminating carrier will be responsible for reimbursing the originating carrier the amount of compensation paid, plus interest at the interest rate defined in the General Terms and Conditions of this Agreement.

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1.3.5 FX traffic shall be segregated and tracked using the Percentage of FX Usage (PFX) method.

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1.6 Exchange All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate

1.6.1 Compensation Rate Schedule for ISP-Bound Traffic and Section 251(b)(5) Traffic:

1.6.1.1 The rates, terms, conditions in Sections 1.6 through 1.6.2 apply to the termination of all ISP-Bound Traffic and all Section 251(b)(5) Traffic.

1.6.1.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis at the rate contained within the Pricing Sheets.

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

1.6.2 For purposes of this Section 1.6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 15.0 below.

1.6.2.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 1.6.1.2 above.

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## 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 2.2 For all traffic including, without limitation, Interexchange Circuit-Switched Traffic, IP Traffic and wireless traffic, each Party shall provide calling party number as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 2.5 and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number that accurately reflects the physical location of the End User that originated, and/or dialed the call, when including such information is technically feasible. Each Party shall use commercially reasonable efforts to prohibit the use of its local Exchange Services (including, but not limited to, PRI, ISDN and/or Smart Trunks) that such Party sells to others to be used for the purpose of delivering Interexchange Traffic and if identified, the Parties agree to cooperate with one another to investigate and take corrective action.
- 2.3 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Party's End Office switch to the terminating Party's tandem or End Office switch.
- 2.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 2.5 For traffic which is delivered by **AT&T TEXAS** or CLEC to be terminated on the other Party's network, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as either Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic or IntraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed at Intrastate Switched Access Rates.
- 2.6 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T will not be required to function as a billing intermediary (e.g., clearinghouse). AT&T may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.



### 3. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC AND NON-TOLL VOIP-PSTN TRAFFIC

- 3.1 In accordance with Section 1.5 of this Attachment, the compensation set forth below will apply to all Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic as defined in Section 1. of this Attachment.
- 3.2 Applicability of Rates:
- 3.2.1 The rates, terms, conditions in this Section 3. apply only to the termination Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic except as explicitly noted.
- 3.2.2 The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic on a minute of use (MOU) basis and a Per Message basis.
- 3.3 Rate Element:
- 3.3.1 Rate for All Traffic ISP-Bound Traffic as per FCC 01-131 - the applicable rate is as contained within the Pricing Sheets.

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### 7. NON-LOCAL CALL TERMINATION

- 7.1 The Parties recognize and agree that ISP and Internet 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 Options 1, 2, and/or 3 above not apply, including but not limited to ISP calls that fit the definitions of:
- Transit Traffic
  - FX Traffic
  - Optional EAS Traffic
  - IntraLATA Interexchange Traffic
  - InterLATA Interexchange Traffic
  - 800, 888, 877, ("8YY") Traffic
  - Feature Group A Traffic
  - Feature Group D Traffic
- 7.2 The Parties agree that, for the purposes of this Attachment, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent ISP calls are placed, the Parties agree that Section 1.6 above does not apply, and that the Agreement's rates, terms and conditions for Transit Traffic, Optional EAS Traffic, "8YY" Traffic, Feature Group A Traffic, Feature Group D Traffic, FX Traffic IntraLATA and/or InterLATA Traffic, whichever is applicable, shall apply.

## 8. COMPENSATION FOR TERMINATION OF OPTIONAL EXTENDED AREA SERVICE TRAFFIC

- 8.1 Optional Extended Area Service (Optional EAS) - In accordance with **AT&T TEXAS'** tariffs, Optional EAS, also known as Optional Calling Area Traffic is defined as a service which enlarges a customer's local calling scope and permits subscribers between exchanges that are contiguous or that are contained within a continuous boundary, to call each other for an additional monthly charge. Extended Area Calling Service (EACS) plans may be either one-way or two-way. This Optional EAS compensation rate applies to all terminating traffic for calls to and from End Users physically located in specific areas designated as Commission approved Optional EAS route(s) in accordance with **AT&T TEXAS'** tariffs. A list of such areas will be provided by SBC to CLEC upon request. Notwithstanding anything to the contrary herein, the Optional EAS compensation rate shall not apply to FX Traffic.
- 8.2 For extended area traffic including Optional Area Traffic, except mandatory extended traffic addressed in Section 1.2 of this Attachment compensation for termination of intercompany traffic will be the rates listed in the Pricing Sheets. CLEC is not precluded from establishing its own local calling areas or prices for purposes of retail telephone service offerings.
- 8.3 The following rates will apply as permanent rates for the transport and termination of optional calling area traffic. The transport and termination rate applies when SBC TEXAS transports traffic and terminates it at its own switch.
- 8.3.1 Optional EAS Transport & Termination Rate per MOU is as specified in the Pricing Sheets.
- 8.4 When CLEC uses unbundled local switching to provide services associated with a telephone number with a NXX which has an expanded 2-way area calling scope (EAS) in a SBC TEXAS end office, CLEC will pay the charge contained on Appendix Pricing UNE - Schedule of Prices labeled "EAS Additive per MOU". The additives to be paid by CLEC to SBC TEXAS are \$0.024 per MOU for toll-free calls made by a SBC TEXAS customer from a metro exchange to an exchange contiguous to a metro exchange and \$0.0355 per MOU for toll free calls made by a SBC TEXAS customer to CLEC's optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area. These additives will apply in addition to cost-based transport and termination rates for Optional EAS service set forth in the rates spreadsheet. SBC TEXAS agrees to extend to a CLEC that is similarly situated to another ILEC or CLEC (i.e., similar traffic types and the same geographic area as defined by rate centers) the same terms and conditions that SBC TEXAS has with such ILEC or CLEC for similar two-way arrangements in each area where SBC TEXAS offers optional two-way EAS to allow the CLEC to serve its customers in each such area in a manner comparable to SBC TEXAS, provided the CLEC adopts the agreement containing the Optional EAS compensation arrangement in its entirety, taking all rates, terms, and conditions from the adopted agreement. These additives are reciprocal in nature, and CLEC is entitled to receive compensation from SBC TEXAS if CLEC agrees to waive usage sensitive charges for its customers who call SBC TEXAS optional two-way EAS customers. These additives also apply if the CLEC chooses to adopt the transport and termination rates in effect between SBC TEXAS and other ILECs for optional EAS traffic.

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**10. COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC**

- 10.1 IntraLATA Interexchange traffic, not considered Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, Meet Point Billing Traffic, FX Traffic (Virtual, Dedicated and FX-type), FGA Traffic, or Cellular Traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 15.
- 10.2 Compensation for the termination of this 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, as set forth in each Party's intrastate access service tariff.
- 10.3 For interstate IntraLATA service, compensation for terminating 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, as set forth in each Party's interstate access service tariff.

**11. COMPENSATION FOR ORIGINATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN INTEREXCHANGE CARRIER (IXC) (MEET-POINT BILLING (MPB) ARRANGEMENTS)**

- 11.1 Meet Point Billing Traffic compensation for origination or termination of intercompany Meet Point Billing traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.
- 11.2 For exchange access IXC traffic via **AT&T TEXAS'** access tandem switch the CLEC will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB will be determined during joint network planning.
- 11.3 Billing to Interexchange carriers for the Switched Access Services jointly provided by the Parties via the MPB arrangement will 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 tariff for its portion of the service. 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.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the parties via the MPB arrangement. The Parties agree that **AT&T TEXAS** and CLEC will exchange EMI Records when each is acting as the Official Recording Company. As described in the MECAB document, the Official Recording Company for Tandem routed traffic is: 1) the End Office company for the originating traffic, 2) the Tandem company for terminating traffic and 3) the SSP company for originating 800 traffic. Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the Exchange Message Interface (EMI) records cannot be transferred due to transmission failure, records can be provided via a mutually

acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate meet point billing will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g. 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).

11.6.1 The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

## 12. INTERCARRIER COMPENSATION FOR WHOLESALE LOCAL SWITCHING TRAFFIC:

12.1 Where CLEC purchases local switching from **AT&T TEXAS** either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. **AT&T TEXAS** is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.

12.2 The following intercarrier compensation terms shall apply to all traffic exchanged between **AT&T TEXAS** and CLEC, when CLEC purchases local switching from **AT&T TEXAS** on a wholesale basis:

12.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between **AT&T TEXAS** and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

12.2.2 For interswitch Wholesale Local Switching Traffic exchanged between **AT&T TEXAS** and CLEC where CLEC's End User originates a call that is terminated to an **AT&T TEXAS** End User, such traffic shall be paid for reciprocally at the rate applicable for 251(b)(5) and ISP-Bound Traffic set forth in the Pricing Sheets.

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## 15. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5), OPTIONAL EAS, ISP-BOUND, WHOLESALE LOCAL SWITCHING AND TRANSIT TRAFFIC

15.1 In **AT&T TEXAS** each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic, Wholesale Local Switching and Transit Traffic. These terminating recordings are the basis for each Party to generate bills to the other Party. If CLEC does not have the technical ability to correctly generate bills from terminating recordings, the terminating carrier shall use any method agreed upon between the Parties.

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15.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

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

## 16. INTRALATA TOLL TRAFFIC COMPENSATION

16.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in **AT&T TEXAS'** tariff in whose exchange area the End User is located.

16.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the **AT&T TEXAS'** tariff in whose exchange area the End User is located.

16.3 When applicable, the Parties will transmit the summarized originating minutes of use within 15 business days following the prior month's close of business via the Category 92 record process to the terminating Party for subsequent monthly intercompany settlement billing.

16.4 Bills rendered by either Party will be paid within 30 days of receipt subject to subsequent audit verification.

16.5 Detailed technical descriptions and requirements for the recording, record exchange and billing of traffic are included in the Technical Exhibit Settlement Procedures (TESP), a copy of which has been provided to CLEC by **AT&T TEXAS**.

16.6 MOUs for the rates contained in this Attachment will be measured in seconds by call type, and accumulated each billing period into one minute increments for billing purposes in accordance with industry rounding standards.

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

## 17. THIRD PARTY ORIGINATING TRAFFIC FROM CARRIERS USING AT&T TEXAS' WHOLESALE LOCAL SWITCHING

17.1 For traffic that originates from an End User of a Third party Carrier using **AT&T TEXAS'** Wholesale Local Switching that terminates to CLEC's End User, **AT&T TEXAS** will provide the terminating Category 11-01-XX records to CLEC to identify traffic that originates from an end user being served by a Third Party Telecommunications Carrier using an **AT&T TEXAS** non-resale offering whereby **AT&T TEXAS** provides the End Office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUs terminated on CLEC's network.

## 18. SWITCHED ACCESS TRAFFIC

18.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **AT&T TEXAS'** local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that terminates over a Party's circuit switch, including traffic from a service that (i) originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed **AT&T TEXAS'** access tariff rates; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

18.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,

18.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an **AT&T TEXAS** End User that obtains local dial tone from **AT&T TEXAS** where **AT&T TEXAS** is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

18.1.3 Switched Access Traffic delivered to **AT&T TEXAS** from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or

18.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.

18.2 Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the

Petition for Declaratory Ruling that AT&T TEXAS's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

- 18.2.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described in Section 18.1.4 above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 0 above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.

## APPENDIX COLLOCATION

1. **AT&T TEXAS** will provide caged, shared caged, common caged, cageless, and other Physical collocation arrangements within its Eligible Structures, and where space is Legitimately Exhausted inside an Eligible Structure, **AT&T TEXAS** will provide adjacent space for on-site collocation, and interconnection facilities to access unbundled network elements through adjacent off-site collocation, for physical collocation as set forth in Section 5 of the Local Access Service Tariff entitled "Physical Collocation."
2. In addition, in **AT&T TEXAS'** Central Offices and, at **AT&T TEXAS'** other eligible structures (e.g., CEVs, huts and cabinets) where physical collocation space is available, **AT&T TEXAS** will provide Virtual collocation wherein **AT&T TEXAS** maintains and repairs the collocation equipment consistent with the terms of the amended Section 5 of the Local Access Service Tariff, or Virtual collocation wherein CLEC maintains and repairs the virtually collocated equipment consistent with the term of the amended Section 25 of the Access Service Tariff.

#Note for Section 3: In accordance with Texas Public Utilities Commission Staff Recommendation in Docket No. 28821, on an interim basis, **AT&T TEXAS** will provide DC power consumption billing based on the maximum current carrying capacity of either the A or B feed. The TPUC has ordered the parties to work collaboratively to establish a metering arrangement and present a final solution to the Commission with sixty (60) days of the final order in this proceeding.

### 3. Tracking and Billing CLEC's Power Usage

- 3.1 At CLEC's option, power measuring units (PMUs) or meters will be installed on the BDFBs in CLEC's collocation space. These PMUs will be used to measure CLEC's actual power usage for the collocation space, for purposes of **AT&T TEXAS** billing.
- 3.2 Measurements of CLEC's actual power usage shall be taken once each quarter at each of CLEC's collocation arrangements. Based upon these measurements, **AT&T TEXAS** shall bill CLEC for collocation power for the following quarter relying on CLEC's actual metered usage and the applicable usage sensitive rate for power in the Pricing Schedule of this Agreement.
- 3.3 CLEC agrees to notify **AT&T TEXAS** in writing when it removes existing equipment or installs new equipment in the collocation space. Upon receipt of that notice, a new measurement will be taken of CLEC's actual power usage to be used for billing for the following quarter. After the actual power usage measurement has been completed, that measurement will be used to calculate the metered power charge for the following three (3) months, or until the next measurement has been taken. CLEC's bill will reflect the new power measurement in the next billing cycle following the completion of the measurement.
- 3.4 Either Party shall have the right, at any time, at its own expense, to verify the accuracy of CLEC's BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, a clamp-on meter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If the CLEC BDFB meter is found to be in error, then CLEC agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Section 3.4 are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than 10%, or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the CLEC BDFB meter is found to be in error, then the Parties will cooperate to calculate the amount of any additional billing due from CLEC for power used, or the amount of any credit due to CLEC for **AT&T TEXAS** over billing for power usage.
- 3.5 If taking a metered power measurement, as described in 3.3 and 3.4 above, requires access to the CLEC collocation space, at CLEC's option, the meter reading will be performed by an authorized contractor hired



by CLEC and approved by **AT&T TEXAS** who is subject to the same security screening requirements imposed on contractors with access to **AT&T TEXAS** areas within the Central Office. CLEC may, solely at its option, agree to allow unescorted access to an authorized **AT&T TEXAS** employee or to an **AT&T TEXAS** contractor for the purpose of meter reading.

- 3.6 Non-recurring charges for the establishment of a metered power usage system and recurring charges for meter reading will be paid by CLEC. No additional charges for power meters and meter reading will be imposed by **AT&T TEXAS**.
- 3.7 In the event CLEC declines to convert to metered power usage, **AT&T TEXAS** will assess charges for power on a per ampere per month basis, using the rated ampere capacity in the CLEC collocated space.

#### 4. Inventory of Contents of **AT&T TEXAS** Approved Storage Cabinet

- 4.1 CLEC may purchase a storage cabinet and hire an **AT&T TEXAS**-approved vendor to install a storage cabinet in a central office where it has requested or obtained virtual collocation pursuant to the terms and conditions set forth in **AT&T TEXAS** collocation tariff. This offering is only available in central office(s) where **AT&T TEXAS** is currently obligated under the referenced Tariff to maintain and/or repair the CLEC's virtually collocated equipment. The storage cabinet dimensions must meet specifications as detailed in the CLEC Handbook by **AT&T TEXAS**. The location of the storage cabinet in the central office will be designated by **AT&T TEXAS**. Upon receipt of a virtual collocation application by CLEC for placement of a storage cabinet, **AT&T TEXAS** will price the request on an ICB. Once a storage cabinet has been placed in a central office by CLEC's approved vendor, CLEC may request an inventory of such storage cabinet, as provided below.
- 4.2 CLEC may request an inventory of its **AT&T TEXAS** approved storage cabinet(s) in an **AT&T TEXAS** central office where CLEC is collocated. CLEC may only request **AT&T TEXAS** to provide such an inventory where CLEC has requested virtual collocation under **AT&T TEXAS** collocation tariff pursuant to Section 2. of this Appendix, and where **AT&T TEXAS** has the obligation to maintain and/or repair CLEC's collocated equipment, and is actually performing maintenance and repair of CLEC's collocated equipment. Such request shall be made on a "Priority 4 Ticket." The Mean Time Response Interval (MTRI) for a Priority 4 Ticket is four (4) business days. **AT&T TEXAS'** response interval for such a Ticket in this context is defined as the time from the receipt of the CLEC Storage Cabinet Inventory Request to the Local Operations Center (LOC) serving the geographic area where subject storage cabinet is located, and the sending by a **AT&T TEXAS** technician of an e-mail of the storage cabinet inventory report to the CLEC designated e-mail address.
- 4.3 The following information must be provided by CLEC on its Storage Cabinet Inventory Request to the Local Operations Center (LOC)
- CLEC's Name
  - Reference number (CLEC's internal tracking number)
  - CLEC's 11 digit CLLI
  - Collocation Circuit ID (if known by CLEC)
  - CLEC's Contact Name
  - E-Mail address to send completed inventory form. CLEC will provide **AT&T TEXAS** one E-mail address to send all completed storage cabinet inventory forms.
  - Identification of all **AT&T TEXAS** approved storage cabinets situated in central office(s) for which CLEC is requesting an inventory. All cabinets within the central office(s) will be inventoried with one request.

- 4.4 CLEC may request a storage cabinet inventory only once in a 12-month period, per central office. If an additional storage cabinet inventory request is received prior to twelve (12) months elapsing since the last inventory was provided by **AT&T TEXAS** for that central office, the request will be rejected and sent back to CLEC, and **AT&T TEXAS** shall be entitled to charge time-sensitive charges, at the State-specific rate set forth in Section 4.5, below, to CLEC for the time spent by **AT&T TEXAS** personnel on the rejected request.
- 4.5 If CLEC requests an inventory in a central office where it does not have an **AT&T TEXAS** approved storage cabinet, the request will be rejected and sent back to the CLEC, and **AT&T TEXAS** shall be entitled to charge, at the Texas-specific rate set forth below, for time spent by **AT&T TEXAS** personnel on the rejected request.

TEXA	Communication Technician	\$26.14 *	NRLJY
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\*All billing in 1/2 hour increments, rounded up.

- 4.6 Charges to perform an inventory of the contents of an **AT&T TEXAS** approved storage cabinet under pursuant to this section will be billed per the State-specific rates provided in Section 4.5, above. If CLEC has not supplied information requested by **AT&T TEXAS** at the time **AT&T TEXAS**' technician is ready to begin work at a central office, **AT&T TEXAS** will close out the ticket. CLEC must generate another trouble report to request the inventory and provide all requisite information.

**5. COLLOCATION PRICE QUOTES**

- 5.1 Each **AT&T TEXAS** price quote, except for ICB quotes, for a collocation arrangement must include, for every individual price component, the applicable USOC, non-recurring charge(s) and monthly recurring charge(s).

**6. RESERVATION OF RIGHTS/INTERVENING LAW**

- 6.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3. of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

## APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY

### MASTER AGREEMENT FOR ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

This Appendix is made by and between Southwestern Bell Telephone, Company d/b/a **AT&T TEXAS** ("**AT&T TEXAS**") and CLEC, (referred to as "CLEC"). As provided in this Appendix, **AT&T TEXAS** will provide CLEC nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to Poles, Ducts, Conduits, and Rights-of-Way owned or controlled by **AT&T TEXAS** and located in this state.

CLEC, having an office at 5959 Corporate Drive, Suite 3300, Houston, Texas 77036 and **AT&T TEXAS**, a Texas corporation, having an office at One AT&T Plaza, 208 S. Akard, Dallas, Texas 75202, (collectively the Parties).

#### 1. PARTIES

- 1.1 Southwestern Bell Telephone, Company d/b/a **AT&T TEXAS**. Southwestern Bell Telephone, L.P. d/b/a **AT&T TEXAS** ("**AT&T TEXAS**") is a Texas corporation. **AT&T TEXAS**' principal office is located at One AT&T Plaza, 208 S. Akard, Dallas, Texas 75202.
- 1.2 CLEC. ("CLEC") is a corporation chartered in the State of Texas. CLEC maintains an office at 5959 Corporate Drive, Suite 3300, Houston, Texas 77036. CLEC is more fully described in EXHIBIT II ("Identification of CLEC").

#### 2. PURPOSE OF APPENDIX

- 2.1 The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the Poles, Ducts, Conduits, and Rights-of-Way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. The primary purpose of this Appendix is to set forth the basic rates, terms, conditions, and procedures under which CLEC shall have access to **AT&T TEXAS**' Poles, Ducts, Conduits, and Rights-of-Way. **AT&T TEXAS** shall provide CLEC with nondiscriminatory access to Poles, Ducts, Conduits, or Rights-of-Way owned solely or in part by it, or controlled by it, as the term "nondiscriminatory access" is defined in the Telecommunications Act of 1996. This Appendix is intended by the Parties to implement, rather than abridge, their respective rights and remedies under federal and state law.
- 2.2 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Appendix shall be construed as precluding CLEC from having such additional access to **AT&T TEXAS**' Poles, Ducts, Conduits, and Rights-of-Way as may be necessary to effectuate the terms of other arrangements between CLEC and **AT&T TEXAS** relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the Parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

### 3. DEFINITIONS

3.1 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.1.1 to 3.1.46 except as the context otherwise requires.

3.1.1 Anchor: The term "Anchor" refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy Strand or guy wire which, in turn, is attached to the Pole. The term "Anchor" does not include the guy stand which connects the Anchor to the Pole and includes only those Anchors which are owned by AT&T, as distinguished from Anchors which are owned and controlled by other persons or entities.

3.1.1.1 "Anchor/Guy Strand" means supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, Strands sometimes referred to as Anchor Strands, down guys, guy Strands, and Pole-to-Pole guys.

3.1.2 "Application" means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for **AT&T TEXAS**-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) one hundred (100) consecutive Poles or 2) ten (10) consecutive Manhole sections or five thousand (5000) feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-ready Work..

3.1.3 Assigned: When used with respect to Conduit or Duct space or Poles, means any space in such Conduit or Duct or on such Pole that is occupied by Telecommunications Service provider or a municipal or other governmental authority. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.

3.1.4 AT&T Primary Point of Contact: The term "AT&T Primary Point of Contact" refers to the person or persons designated by **AT&T TEXAS** to be responsible for handling and processing requests for access to **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way in this State. The term AT&T Primary Point of Contact connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the Parties' Interconnection Agreement, if any, the AT&T Primary Point of Contact shall serve as CLEC's single point of contact for arranging access to **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way and access to **AT&T TEXAS'** records relating to **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way. The AT&T Primary Point of Contact is identified in the Structure Access Guidelines found on CLEC Online.

3.1.5 Authorized Contractor: "Authorized Contractors" are contractors selected by CLEC who may, subject to CLEC's direction and control, perform Facilities modification or Make-ready Work which would ordinarily be performed by **AT&T TEXAS** or Persons Acting on

**AT&T TEXAS'** behalf. As used in this Appendix, the term "Authorized Contractor" does not refer to contractors performing routine installation, maintenance, or repair work on CLEC's behalf or other contractors who may be selected by CLEC to perform work on CLEC's behalf without **AT&T TEXAS'** approval. More specifically, the term "Authorized Contractor" refers only to those contractors included on a list of contractors mutually approved by CLEC and **AT&T TEXAS** to perform one or more of the following tasks within a specified **AT&T TEXAS** Construction District: (a) installation of those sections of CLEC's Ducts or Facilities which connect to **AT&T TEXAS'** Conduit System as provided in Section 6.8(c); (b) installation of inner Duct as provided in Section 10.2(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.2(c); or (d) Make-ready Work as provided in Sections 10.4 and 10.5. A person or entity approved as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been approved by both Parties and is an Authorized Contractor only in those **AT&T TEXAS** Construction Districts agreed to by both Parties. Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor shall approval of an Authorized Contractor by one **AT&T TEXAS** Construction District constitute approval of such Authorized Contractor for the area served by a different **AT&T TEXAS** Construction District; provided, however, that if a specific construction job extends beyond the boundaries of a single Construction District, an Authorized Contractor shall, for the purposes of that job, be deemed to have been approved by all **AT&T TEXAS** Construction Districts in which the work is to be performed.

- 3.1.6 Available: When used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 3.1.7 Cables: The term "Cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in Poles, Ducts, Conduits, and Rights-of-Way but are not themselves Poles, Ducts, Conduits, or Rights-of-Way. Nothing contained in this Appendix shall be construed as a grant of access to Cables attached to **AT&T TEXAS'** Poles or placed in **AT&T TEXAS'** Ducts, Conduits, or Rights-of-Way.
- 3.1.8 Conduit: The term "Conduit" refers to all **AT&T TEXAS** Conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, Conduits are tubes or structures, usually underground or on bridges, containing one or more Ducts used to enclose Cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "Conduit" refers only to Conduit owned or controlled by **AT&T TEXAS**, including the re-enterable Manholes and Handholes used to connect Ducts and provide access to the Cables, wires, and Facilities within the Ducts. As used in this Appendix, the term "Conduit" refers only to Conduit structures (including Ducts, Manholes, and Handholes) and space within those structures and does not include (a) Cables and other telecommunications equipment located within Conduit structures or (b) Central Office Vaults, Controlled Environment Vaults, or other **AT&T TEXAS** structures (such as huts and cabinets) which branch off from **AT&T TEXAS'** Conduit.

- 3.1.9 Conduit Occupancy: The term "Conduit Occupancy" refers to the presence of wire, Cable, optical conductors, or other Facilities within any part of **AT&T TEXAS'** Conduit System.
- 3.1.10 Conduit System: The term "Conduit System" refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. As used in this Appendix, the term "Conduit System" refers only to Conduit Systems owned, or controlled by **AT&T TEXAS** and does not include (a) Cables and other telecommunications equipment located within Conduit structures or (b) Central Office Vaults, Controlled Environment Vaults, or other **AT&T TEXAS** structures (such as huts and cabinets) which branch off from **AT&T TEXAS'** Conduit.
- 3.1.11 Construction District: The term "Construction District" refers to the **AT&T TEXAS** organization responsible for outside plant construction in a specified geographic area. The term "Construction District" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.
- 3.1.12 Cost/Cost-based: The terms "Cost" and "Costs" refer to Costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "Cost-based" refers to rates, fees, and other charges which are based on Costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.
- 3.1.13 Duct: The term "Duct" refers to all **AT&T TEXAS** Ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a Duct is a single enclosed tube, pipe, or channel for enclosing and carrying Cables, wires, and other Facilities. As used in this Appendix, the term "Duct" includes "inner Ducts" created by subdividing a Duct into smaller channels. Except as the context otherwise requires, the term "Duct" refers only to Ducts owned or controlled by **AT&T TEXAS** and space within those Ducts and does not include Cables and other telecommunications equipment located within such Ducts.
- 3.1.14 Facilities: The terms "Facility" and "Facilities" refer to any property or equipment used in the provision of Telecommunications Services.
- 3.1.15 FCC: The acronym "FCC" refers to the Federal Communications Commission.
- 3.1.16 First Interconnection Order: The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to Poles, Ducts, Conduits, and Rights-of-Way is addressed in the First Interconnection Order in Paragraphs 1119-1240.
- 3.1.17 Handhole. The term "Handhole" refers to a structure similar in function to a Manhole, but which is too small for personnel to enter. As used in this Appendix, the term "Handhole" refers only to Handholes which are part of **AT&T TEXAS'** Conduit System and does not

refer to Handholes which provide access to buried Cables not housed within **AT&T TEXAS** Ducts or Conduits. As used in this Appendix, the term "Handhole" refers only to Handhole structures owned or controlled by **AT&T TEXAS** and does not include Cables and other telecommunications equipment located within Handhole structures.

- 3.1.18 Interconnection Agreement: The term "Interconnection Agreement" refers to the Interconnection Agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other Interconnection Agreement between the Parties.
- 3.1.19 Jacket: The term "Jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term "Jacket" refers to the outermost Sheath or Jacket of a Cable.
- 3.1.20 Joint User: The term "Joint User" refers to any person or entity which has entered or may enter into an agreement or arrangement with **AT&T TEXAS** permitting it to attach its Facilities to **AT&T TEXAS'** Poles or Anchors or place its Facilities in **AT&T TEXAS'** Conduit System.
- 3.1.21 License: The term "License" refers to a written instrument confirming that **AT&T TEXAS** has afforded CLEC or another Joint User access to specific space on or within a Pole, Duct, Conduit, or Right-of-Way owned or controlled by **AT&T TEXAS** in accordance with applicable federal and state laws and regulations. The term "License" includes Licenses issued by **AT&T TEXAS** pursuant to this Appendix and may, if the context requires, refer to Licenses issued by **AT&T TEXAS** prior to the date of this Appendix.
- 3.1.22 Local Service Provider ("LSP"): The terms "Local Service Provider" and "LSP" refer to Telecommunications Carriers authorized by applicable federal and state laws and regulations to provide Local Exchange Service. As used in this Appendix, these terms include **AT&T TEXAS**.
- 3.1.23 Maintenance Duct: The term "Maintenance Duct" generally refers to a full-sized Duct (typically three (3) inches in diameter or larger) which may be used by **AT&T TEXAS** and Joint Users (including CLEC) on a short-term basis for maintenance, repair, or emergency restoration activities. Maintenance Ducts will be available, on a nondiscriminatory basis, to all persons and entities (including **AT&T TEXAS**, CLEC, other Local Service Providers, and other Joint Users) with Facilities in the Conduit section in which the Maintenance Duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized Duct within any given Conduit System cross-section shall be designated by **AT&T TEXAS** as the Maintenance Duct. In those locations where, on the effective date of this Appendix, there is not a full-sized Duct available to be used as a Maintenance Duct, **AT&T TEXAS** will designate an inner Duct, if one is available, as the Maintenance Duct although such inner Duct may be too small to accommodate some of the Cables occupying the Conduit section in which such inner Duct is located. The term "Maintenance Duct" does not include Ducts and Conduits extending from a **AT&T TEXAS** Manhole to customer premises. Maintenance Ducts shall not be considered "Available" (as defined in Section 3.1.5) for assignment to **AT&T TEXAS**,

CLEC, or Joint Users for purposes other than short-term use as contemplated in this Section; provided, however, that **AT&T TEXAS** may assign the Duct currently designated as a Maintenance Duct if another suitable full-sized Duct will be made available to serve as a replacement Maintenance Duct and may assign an inner Duct currently designated as a Maintenance Duct if another inner Duct will be made available to serve as a replacement Maintenance Duct. Maintenance Duct designations may change from time to time and may or may not be reflected in **AT&T TEXAS'** outside plant records. When only one usable full-sized Duct remains in a Conduit section, that Duct shall be deemed to be the Maintenance Duct.

- 3.1.24 **Make-ready Work:** The term "Make-ready Work" refers to all work performed or to be performed to prepare **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way and related Facilities for the requested Occupancy or attachment of CLEC's Facilities. Make-ready Work does not include the actual installation of CLEC's Facilities. "Make-ready Work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required to accommodate CLEC's Facilities (as contrasted from work performed on **AT&T TEXAS'** behalf in furtherance of **AT&T TEXAS'** own business needs, or convenience). "Make-ready Work" may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of **AT&T TEXAS'** Facilities (including, but not limited to Conduits, Ducts, Handholes and Manholes), or the performance of other work required to make a Pole, Anchor, Duct, Conduit, Manhole, Handhole or Right-of-Way usable for the initial placement of CLEC's Facilities. All splicing and associated wire work related to any make ready request will be completed by the owner of the Facilities involved. The cost for performing this work will be paid for by the Party requiring the make ready.
- 3.1.25 **Manhole:** The term "Manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit. The term "Handhole" refers to a structure similar in function to a Manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term "Manhole" refers only to Manhole structures owned or controlled by **AT&T TEXAS** and does not include Cables and other telecommunications equipment located within Manhole structures.
- 3.1.26 **Occupancy:** The term "Occupancy" refers to the physical presence of Facilities on a Pole, in a Conduit or Duct, or within a Right-of-Way.
- 3.1.27 **Overlashing:** The term "Overlashing" refers to the practice of placing an additional Cable or inner Duct by lashing spinning wire over both existing Cables and existing Strands supporting those Cables or inner Ducts.
- 3.1.28 **Person Acting on CLEC's Behalf:** The terms "Person Acting on CLEC's Behalf," "Personnel Performing Work on CLEC's Behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "Person Acting on CLEC's Behalf," "Personnel Performing Work on CLEC's Behalf,"



and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by CLEC and its respective officers, directors, employees, agents, and representatives. An Authorized Contractor selected by CLEC to perform Make-ready Work shall be deemed to be a Person Acting on CLEC's Behalf while performing such work at the CLEC's request.

- 3.1.29 Person Acting on **AT&T TEXAS'** Behalf: The terms "Person Acting on **AT&T TEXAS'** Behalf," "Personnel Performing Work on **AT&T TEXAS'** Behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "Person Acting on **AT&T TEXAS'** Behalf," "Personnel Performing Work on **AT&T TEXAS'** Behalf," and similar terms specifically include, but are not limited to, **AT&T TEXAS**, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of **AT&T TEXAS** and its respective officers, directors, employees, agents, and representatives. An Authorized Contractor selected by **AT&T TEXAS** to perform Make-ready Work shall be deemed to be a Person Acting on **AT&T TEXAS'** Behalf while performing such work at **AT&T TEXAS'** request.
- 3.1.30 Pole: The term "Pole" refers to all **AT&T TEXAS** Poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term "Pole" refers only to utility Poles and Anchors which are either owned or controlled by **AT&T TEXAS** and does not include Cables and other telecommunications equipment attached to Pole structures.
- 3.1.31 Pole Attachment: As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term "Pole Attachment" refers to "any attachment by a cable television system or provider of Telecommunications Service to a Pole, Duct, Conduit, or Right-of-Way owned or controlled by a utility." In this Appendix, except as the context otherwise requires, the term "Pole Attachment" refers to any attachment by a cable television system or provider of Telecommunications Service to a Pole (and associated Anchors) owned or controlled by **AT&T TEXAS**. The term "Pole Attachment" includes all such Facilities attached to or supported by a **AT&T TEXAS** Pole, including but not limited to Cables, risers and U-guards, equipment boxes, drop wires, Anchors, bolts, clamps, drive rings, guys, hooks, Strands, and other hardware affixed to the Pole. Groupings of associated Pole Attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, CLEC's Pole Attachments occupying the same usable space (or otherwise associated with Facilities occupying the same usable space on a Pole) shall be treated as a single attachment for billing purposes.
- 3.1.32 Pole Attachment Act: The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.

- 3.1.33 Pre-license Survey: The term "Pre-license Survey" refers to work and activities performed or to be performed by **AT&T TEXAS** or by Persons Acting on **AT&T TEXAS'** Behalf for the primary purpose of:
- (a) confirming or determining the existing availability and capacity of a Pole , Duct, Conduit, or Right-of-Way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to CLEC's Application;
  - (b) confirming or determining the extent, if any, to which modifications to **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way are required to accommodate CLEC's Facilities;
  - (c) confirming or determining what Make-ready Work, if any, will be required to prepare **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way to accommodate CLEC's Facilities; and
  - (d) estimating the Costs, if any, that the CLEC will be required to pay for any such Make-ready Work or Facilities modifications.
- 3.1.34 Pre-occupancy Survey: The term "Pre-occupancy Survey" refers to work and activities performed or to be performed by CLEC or Persons Acting on Behalf of CLEC for the primary purpose of enabling CLEC to determine:
- (a) whether **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way, in their existing condition, are suitable for CLEC's intended use;
  - (b) the extent, if any, to which modifications of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way will be proposed by CLEC to expand the capacity of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way to accommodate CLEC's Facilities; and
  - (c) what Make-ready Work, if any, is required to prepare the Poles, Conduits, or Conduit System to accommodate CLEC's Facilities.
- 3.1.35 Primary Point of Contact: The term "Primary Point of Contact" refers to the persons designated by CLEC and AT&T, respectively, to coordinate arrangements for CLEC's access to AT&T's Poles, Ducts, Conduits, and Rights-of-Way and records relating to such Poles, Ducts, Conduits, and Rights-of-Way. AT&T's designated Primary Point of Contact shall be the AT&T Primary Point of Contact unless the Parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between CLEC and the AT&T Primary Point of Contact.
- 3.1.36 Rights-of-Way: As used in this Appendix, the term "Rights-of-Way" refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-Way include, but are not limited to Public Rights-of-Way authorizing **AT&T TEXAS** to locate Facilities on, under, or over public lands and roadways servitudes created by private easements or obtained through the exercise of eminent domain authority enabling **AT&T TEXAS** to pass over,

place Facilities on, and have rights of ingress and egress to the and of another. Rights-of-Way also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by **AT&T TEXAS'** Facilities.

- 3.1.37 Sheath: The term "Sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A Cable may include both inner and outer Sheaths.
- 3.1.38 Spinning: The term "Spinning" refers to a method of attaching a Cable or inner Duct to a supporting Strand. "Spinning" is sometimes referred to as "lashing."
- 3.1.39 State: When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Texas.
- 3.1.40 State Commission: The term "State Commission" refers to the Texas Public Utility Commission.
- 3.1.41 Strand: The term "Strand" refers to support wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability or supporting wires, Cables, and associated Facilities. The term "Strand" includes, but is not limited to, Strands sometimes referred to as "Anchor Strands," "Anchor/Guy Strands," "down guys," "guy Strands," "pole-to-pole guys," and "messengers."
- 3.1.42 Telecommunications Act of 1996: The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.
- 3.1.43 Third Party: The terms "Third Party" and "Third Parties" refer to persons and entities other than the Parties to this Appendix (that is, persons and entities other than CLEC and **AT&T TEXAS**).
- 3.1.44 Vault: The term "Vault" includes Central Office Vaults and Controlled Environment Vaults ("CEVs"). Vaults may be connected to, but are not considered part of, **AT&T TEXAS'** Conduit System. Access, if any, to Vaults (and to Ducts, Conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such Vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to Unbundled Network Elements, and not by this Appendix.
- 3.1.45 "Vicinity of ...": When used in terms such as "Vicinity of **AT&T TEXAS'** Conduit System," "Vicinity of **AT&T TEXAS'** Poles," "Vicinity of **AT&T TEXAS'** Rights-of-Way," or "Vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way," the term "Vicinity of ..." includes sites on, within, near to, surrounding, or adjoining **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way. These sites include, but are not limited to, all sites within a distance of ten (10) feet of any **AT&T TEXAS** Pole, Duct, Conduit, or Right-of-Way.

#### 4. NATURE AND SCOPE OF AGREEMENT

- 4.1 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to **AT&T TEXAS** Poles, Ducts, Conduits, and Rights-of-Way located within this State, without regard to whether the site is located on public or private property.
- 4.2 No Transfer of Property Rights. Nothing contained in this Appendix or any License issued hereunder 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. The payment of fees and charges as provided by this Appendix and Licenses issued hereunder shall not 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. No use, however extended, of **AT&T TEXAS**' Poles, Ducts, Conduits, or Rights-of-Way shall create or vest (or be construed as creating or vesting) in CLEC any right, title, or interest in or to any real or personal property owned by **AT&T TEXAS**, and the placement of CLEC's Facilities on or in **AT&T TEXAS**' Poles, Ducts, Conduits and Rights-of-Way shall not create or vest in **AT&T TEXAS** any right, title, or interest in such Facilities.
- 4.3 No Effect on **AT&T TEXAS**' Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(b) of this Section, nothing contained in this Appendix or any License subject to this Appendix shall in any way affect **AT&T TEXAS**' right to abandon, convey, or transfer to any other person or entity **AT&T TEXAS**' interest in any of **AT&T TEXAS**' Poles, Ducts, Conduits, or Rights-of-Way.
- (a) **AT&T TEXAS** shall give CLEC no less than sixty (60) days written notice prior to abandoning, conveying, or transferring any Pole, Duct, Conduit, or Right-of-Way (1) to or in which CLEC has attached or placed Facilities pursuant to this Appendix or (2) with respect to which CLEC has been assigned Pole Attachment or Conduit Occupancy 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.
- (b) Transfers or conveyances of Poles, Ducts, Conduits, or Rights-of-Way to any entity controlling, controlled by, or under common control with **AT&T TEXAS** or to any entity which acquires or succeeds to ownership of substantially all of **AT&T TEXAS**' assets shall be subject to CLEC's rights under this Appendix and Licenses subject to this Appendix.
- 4.4 No Effect on **AT&T TEXAS**' Rights to Manage its Facilities. Except to the extent expressly provided by the provisions of this Appendix and subject to the provisions of the Telecommunications Act of 1996 and other applicable laws, rules, and regulations, nothing contained in this Appendix shall be construed as limiting or interfering with **AT&T TEXAS**' rights to:
- (a) locate, relocate, move, replace, modify, maintain, and operate its own Facilities (including but not limited to **AT&T TEXAS**' Poles, Ducts, Conduits and Rights-of-Way, and any of **AT&T TEXAS**' Facilities attached thereto or located therein) at any time and in any manner which **AT&T TEXAS** deems appropriate to serve its own customers, avail itself of new business opportunities, or otherwise meet its own business needs; or
- (b) enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities on or in **AT&T TEXAS**' Poles, Ducts, Conduits, or Rights-

of-Way, provided, however, that such relocations, moves, replacements, modifications, maintenance, and operations or new agreements or arrangements shall not interfere with CLEC's Pole Attachment, Right-of-Way, or Conduit Occupancy use rights provided pursuant to this Appendix.

- 4.5 No Effect on CLEC's Rights to Manage its Own Facilities. This Appendix shall not be construed as limiting or interfering with CLEC's right to conduct its normal business operations in serving its customers or to avail itself of new business opportunities except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 4.6 No Right to Interfere with Facilities of Others. Except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules, or regulations, the provisions of this Appendix shall not be construed as authorizing either Party to this Appendix, or persons acting on their behalf, to rearrange or interfere in any way with the Facilities of the other Party or Joint Users or with the use of or access to such Facilities by the other Party or Joint Users.

## 5. ACCESS TO RIGHTS-OF-WAY

- 5.1 Public Rights-of-Way. **AT&T TEXAS** and CLEC agree that neither Party has the right to restrict or interfere with the other Party's access to Public Rights-of-Way. **AT&T TEXAS** and CLEC shall each be responsible for obtaining their own Rights-of-Way and permission to use real or personal property owned or controlled by any governmental body, subject to the procedures set forth in Section 5.3 below.
- 5.2 Private Rights-of-Way Not Owned or Controlled by AT&T TEXAS. **AT&T TEXAS** and CLEC agree that neither Party has the right to restrict or interfere with the other Party's access to Private Rights-of-Way not owned or controlled by **AT&T TEXAS**. Each Party shall make its own, independent legal assessment of its right to enter upon or use the land or property of Third Party property owners and shall bear all expenses, including legal expenses, involved in making such determinations, subject to the procedures set forth in Section 5.3 below.
- 5.3 Access to Associated Rights-of-Way. Each Pole Attachment and Conduit Occupancy License made under this Appendix shall include access to and use of all Associated Rights-of-Way, including, but not limited to, Rights-of-Way required by CLEC for ingress, egress, or other access to any sites where **AT&T TEXAS'** solely or partly owned or controlled Poles, Manholes, Conduit, Ducts, or other parts of **AT&T TEXAS'** solely or partly owned or controlled Conduit System are located, but only to the extent, if any, that **AT&T TEXAS** has the legal authority to grant such access and use. **AT&T TEXAS** also agrees to provide nondiscriminatory access to Rights-of-Way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such Facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. **AT&T TEXAS** agrees that it shall place no restrictions on CLEC's ability to construct, maintain, and monitor its Facilities at these sites that are more restrictive than those **AT&T TEXAS** places on itself.
- (a) Although **AT&T TEXAS** shall afford access to Rights-of-Way owned or controlled by it and permit CLEC to utilize **AT&T TEXAS'** Rights-of-Way to the extent that **AT&T TEXAS** has

legal authority to do so, CLEC acknowledges that **AT&T TEXAS** may not own or control certain rights-of-way to the extent necessary to permit CLEC full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on Third Party real estate:

- (1) CLEC shall first attempt to obtain right-of-way directly from the property owner.
- (2) If **AT&T TEXAS** has legal authority to permit access by CLEC to a right-of-way on Third Party property, **AT&T TEXAS** will not restrict CLEC's use of the right-of-way.
- (3) If CLEC has the right of eminent domain under state law, CLEC shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.

(b) **AT&T TEXAS** and CLEC agree that dark fiber and unused four-wire copper Cable are not considered "Poles, Conduits, and Rights-of-Way".

5.4 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. **AT&T TEXAS** will provide CLEC nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Section 5. 3 above, to Rights-of-Way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. **AT&T TEXAS** will place no restrictions on access to such Rights-of-Way that are more restrictive than those **AT&T TEXAS** places on itself; provided, however, that neither Party shall conduct activities on such Rights-of-Way which interfere with the Facilities of the other Party, with the privacy of communications carried over the other Party's network, or with the other Party's access to and use of its own Facilities. This Section relates only to access to Rights-of-Way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such Rights-of-Way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to Ducts, Conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting CLEC access to such structures.

## 6. SPECIFICATIONS

6.1 Compliance with Requirements, Specifications, and Standards. CLEC agrees that the CLEC's Facilities attached to **AT&T TEXAS'** Poles or occupying space in its Ducts, Conduits, and Rights-of-Way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix.

6.2 Design to Minimize the Need for Access to **AT&T TEXAS'** Poles, Ducts, and Conduits. The Parties shall each design their Facilities to minimize the need for the Parties to access **AT&T TEXAS'** Poles, Ducts, and Conduits.

6.3 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines **AT&T TEXAS** applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices, **AT&T TEXAS** agrees to permit CLEC at its own expense to utilize the following techniques to avoid high or

unusual expenditures: (a) placement of Pole Attachments on both the "field" side and "road" side of a Pole; (b) placement of extension arms or stand-off brackets on Poles; and (c) building Conduit branches into **AT&T TEXAS'** Conduit Systems. CLEC acknowledges that use of the above techniques will be rare, and will be permitted only on a case-by-case basis.

6.4 Published Standards. **AT&T TEXAS** and CLEC agree that the following standards equally apply to either Party with respect to Facilities attached to or placed in **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way and further agree that 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:

- (a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies f/k/a Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
- (b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and
- (c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.5 Additional Electrical Design Specifications: Conduit. The Parties agree that, in addition to the specifications and requirements referred to in Sections 6.1-6.4 above, Facilities placed in **AT&T TEXAS'** Conduit System after the effective date of this Appendix shall meet all of the electrical design specifications set forth in this Section.

- (a) No Facilities shall be placed in **AT&T TEXAS'** Conduit System in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither Party shall place any Facility in **AT&T TEXAS'** Conduit System which causes or may cause electrical interference with the Facilities of the other Party or Joint Users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either Party or a Joint User. If either Party is notified by the other Party or a Joint User that its Facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the Party notified shall either correct the problem, remove the Facility, or initiate good faith negotiations with the complaining Party or Joint User to resolve the issue.
- (b) Facilities placed in **AT&T TEXAS'** Conduit System shall not be designed to use the earth as the sole conductor for any part of the circuits.
- (c) Facilities placed in **AT&T TEXAS'** Conduit System and carrying more than fifty (50) volts AC (rms) to ground or one hundred and thirty-five (135) volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.
- (d) No coaxial Cable shall be placed in **AT&T TEXAS'** Conduit System unless such Cable meets the voltage limitations of Article 820 of the National Electrical Code.

- (e) Coaxial Cable placed in **AT&T TEXAS'** Conduit System may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half (1/2) ampere and where such Cable has two (2) separate grounded metal Sheaths or shields and a suitable insulating Jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed two hundred (200) microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- (f) CLEC shall not circumvent the corrosion mitigation measures of **AT&T TEXAS** or Joint Users. Each Party's new Facilities shall be compatible with the other Party's Facilities so as not to damage any Facilities of the other Party by corrosion or other chemical reaction.

6.6 Additional Physical Design Specifications: Conduit. Facilities placed in **AT&T TEXAS'** Conduit System following the effective date of this Appendix shall meet all of the following physical design specifications:

- (a) Except as otherwise specifically agreed in this Appendix or Licenses issued hereunder CLEC's Facilities shall enter **AT&T TEXAS'** Conduit System at locations consistent with the physical design specifications that **AT&T TEXAS** applies to itself (typically through a Manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the Parties in accordance with Section 6.3 (infrequent construction techniques and connectivity solutions).
- (b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in **AT&T TEXAS'** Conduit or Ducts.
- (c) The integrity of **AT&T TEXAS'** Conduit System and overall safety of personnel require that "dielectric Cable" be used within **AT&T TEXAS'** Conduit System when a Cable Facility utilizes a Duct or route shared in the same trench by any electric transmissions facility such as the facilities of a power utility.
- (d) New construction splices in Cables (including but not limited to fiber optic and twisted pair Cables) shall be located in Manholes, pull boxes or Handholes.

6.7 Efficient Use of Conduit. To ensure efficient use of Conduits, **AT&T TEXAS** will, when Cable diameters permit, install inner Ducts in multiples that fully utilize Duct space (typically three (3) or four (4) inner Ducts in a full four (4) inch Duct) as needed for **AT&T TEXAS'** own business purposes and to accommodate CLEC and other Joint Users; provided, however, that **AT&T TEXAS** shall not be required to install inner Duct in anticipation of potential future requests for access by CLEC and other Joint Users.

6.8 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Appendix or Licenses issued hereunder, or as mutually agreed upon by the Parties in writing, the following specifications apply to connections of CLEC's conduit to **AT&T TEXAS'** Conduit System:

- (a) CLEC shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any Manhole, Handhole, Duct, Conduit, or other Facility which is part of **AT&T TEXAS'**



Conduit System except as provided in this Appendix or Licenses issued hereunder, or as mutually agreed upon by the Parties in writing.

- (b) Nothing contained in subsection (a) shall be construed as precluding CLEC or qualified Personnel Acting on CLEC's Behalf from reattaching Cable racks or performing similar routine work which is minor in nature and associated with the placing and splicing of Cable.
- (c) Where CLEC's Duct or Facility physically connects with **AT&T TEXAS'** Manhole the section of CLEC's Facility which connects to **AT&T TEXAS'** Manhole shall be installed by **AT&T TEXAS** or its contractor at the CLEC's expense (which shall be **AT&T TEXAS'** actual Costs or the price charged **AT&T TEXAS** by the contractor). **AT&T TEXAS** will perform this work in an interval consistent with the intervals **AT&T TEXAS** performs work for itself. If **AT&T TEXAS'** interval for beginning or completing this work does not meet CLEC's needs, CLEC as an Authorized Contractor may perform the work itself or use subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by **AT&T TEXAS** and CLEC.
- (d) **AT&T TEXAS** will have the option to monitor the entrance and exit of CLEC's Facilities into **AT&T TEXAS'** Conduit System and the physical placement of CLEC's Facilities in **AT&T TEXAS'** Conduit System. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.
- (e) If CLEC constructs or utilizes a Duct connected to **AT&T TEXAS'** Conduit System, the Duct and all connections between that Duct and **AT&T TEXAS'** Conduit System shall be sealed to prevent the entry of gases or liquids into **AT&T TEXAS'** Conduit System. If CLEC's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into **AT&T TEXAS'** Conduit System.

6.9 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. The Parties contemplate that the CLEC, its contractors, and other persons acting on its behalf will perform work for CLEC on, within, and in the vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way. The provisions of this Section are intended to protect the integrity of the networks, Facilities and operations of **AT&T TEXAS**, CLEC and Joint Users, to protect the health and safety of persons working on, within, or in the vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way, and to protect the public at large.

- (a) Neither Party nor any person acting on such Party's behalf shall permit any person to climb on or work on **AT&T TEXAS'** Poles or in the Vicinity of **AT&T TEXAS'** Poles, or enter **AT&T TEXAS'** Manholes or work within or in the Vicinity of **AT&T TEXAS'** Conduit System, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the Pole or Conduit System and to perform the work safely.
- (b) Neither Party nor any person acting on such Party's behalf shall permit any person acting on its behalf to perform any work on, within, or in the Vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way without first verifying, to the extent practicable, on each

date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the Pole or any part of **AT&T TEXAS'** Conduit System) are sufficiently safe for the work to be performed. If CLEC or any Person Acting on CLEC's Behalf determines that the condition of the Pole, Duct, Conduit, Conduit System, or Rights-of-Way is not safe enough for the work to be performed, CLEC shall notify **AT&T TEXAS** of the condition of the Pole or Conduit System in question and shall not proceed with the work until CLEC is satisfied that the work can be safely performed.

- (c) Neither Party nor any person acting on such Party's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way.
- (d) When CLEC or personnel performing work on its behalf are working on, within, or in the vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled Rights-of-Way, CLEC and all Personnel Performing Work on CLEC's Behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. CLEC and its contractors shall have sole responsibility for the safety of all personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes.
- (e) Neither Party nor any persons acting on such Party's behalf shall engage in any conduct which damages public or private property in the Vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of or failure to remove its Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on its behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- (f) CLEC shall promptly suspend activities on, within, or in the Vicinity of **AT&T TEXAS'** Poles, Ducts, or Conduits, if notified by **AT&T TEXAS** that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). CLEC shall not resume such activities on or in the Vicinity of **AT&T TEXAS'** poles until CLEC is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the Vicinity of **AT&T TEXAS'** Conduit System until both CLEC and **AT&T TEXAS** are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that **AT&T TEXAS** requires CLEC to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, **AT&T TEXAS** agrees to compensate CLEC for the Cost resulting from the delay.

- (g) All Personnel Acting on CLEC's Behalf shall, while working on or in **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way, carry with them suitable identification and shall, upon the request of any **AT&T TEXAS** employee or representative, produce such identification.
- (h) CLEC (and any person acting on CLEC's behalf) may report unsafe conditions on, within, or in the Vicinity of **AT&T TEXAS'** Poles or Conduit System to **AT&T TEXAS**.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of **AT&T TEXAS'** Conduit Systems. When **AT&T TEXAS** or CLEC, their contractors, and other persons acting on their behalf perform work on, within, or in the Vicinity of **AT&T TEXAS'** Ducts, Conduits, and Rights-of-Way where such Ducts or Conduits are located, they will be guided by the following:

- (a) Except as may be mutually agreed upon by the Parties in writing, CLEC shall not "rod" or clear any Duct or inner Duct in **AT&T TEXAS'** Conduit System other than a Duct or inner Duct assigned to CLEC. Following the assignment of a specific Duct or inner Duct to CLEC, CLEC may request that **AT&T TEXAS** rod or clear the Duct or inner Duct. If the Duct or inner Duct cannot be cleared, **AT&T TEXAS** shall Assign to CLEC the next available Duct or inner Duct. CLEC's request for assignment of the next available Duct shall be in writing, may be transmitted to **AT&T TEXAS** via fax or other transmission media mutually agreed upon by the Parties, and shall be processed within the same intervals applicable to the processing of similar requests by **AT&T TEXAS'** own personnel.
- (b) Personnel performing work within **AT&T TEXAS'** Conduit System on either Party's behalf shall not climb on, step on, or otherwise disturb the Cables, air pipes, equipment, or other Facilities located in any Manhole or other part of **AT&T TEXAS'** Conduit System.
- (c) Personnel performing work within or in the vicinity of **AT&T TEXAS'** Conduit System (including any Manhole) on either Party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, Cable sheathing and other materials brought by them to the work site.
- (d) All of CLEC's Facilities shall be firmly secured and supported in accordance with Telcordia and industry standards and any applicable construction standards adopted by **AT&T TEXAS** and applicable to **AT&T TEXAS'** own Facilities.
- (e) CLEC's Facilities shall be plainly identified with CLEC's name in each Manhole with a firmly affixed permanent tag that meets the identification standards set by **AT&T TEXAS** for its own Facilities.
- (f) Manhole pumping and purging required in order to allow work operations to proceed shall be performed in accordance with the requirements of Sections 6.14 and 6.15.
- (g) Planks or other types of platforms shall be supported only by Cable racks.
- (h) Any leak detection liquid or device used by CLEC or Personnel Performing Work on CLEC's Behalf within or in the Vicinity of **AT&T TEXAS'** Conduit System shall be of a type approved by **AT&T TEXAS** and included on **AT&T TEXAS'** then-current list of approved

types of leak-detection liquids and devices; provided, however, that the CLEC may use any type of leak detection liquid or device which meets Telcordia's published standards if **AT&T TEXAS** has not provided CLEC **AT&T TEXAS'** list of approved types of leak detection liquids or devices at least sixty (60) days in advance of CLEC's work.

- (i) CLEC and its contractors shall be responsible for providing proper ventilation while work is being performed in **AT&T TEXAS'** Conduit System on CLEC's behalf. Except for protective screens, no temporary cover shall be placed over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.
- (j) Smoking or the use of any open flame is prohibited in Manholes, in any other portion of the Conduit System, or within ten (10) feet of any open Manhole entrance.
- (k) Artificial lighting, when required by CLEC, will be provided by CLEC. Only explosion-proof lighting fixtures shall be used.
- (l) Neither **AT&T TEXAS** nor CLEC nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in **AT&T TEXAS'** Conduit System (including any Manhole) during work operations performed within or in the Vicinity of **AT&T TEXAS'** Conduit System.
- (m) All Parties shall abide by any laws, regulations, and ordinances regarding the use of spark producing tools, equipment, or devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in Manholes or in any other portions of the Conduit System.
- (n) Cable lubricants used in Conduit Systems shall be of a type or types approved by **AT&T TEXAS** and included on **AT&T TEXAS'** then-current list of approved types of Cable lubricants; provided, however, that the CLEC may use any type of Cable lubricant which meets Telcordia's published standards if **AT&T TEXAS** has not provided CLEC **AT&T TEXAS'** list of approved types of Cable lubricants at least sixty (60) days in advance of CLEC's work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **AT&T TEXAS'** Manholes and access to **AT&T TEXAS'** Conduit System.

- (a) CLEC will notify **AT&T TEXAS** not less than five (5) business days in advance before entering **AT&T TEXAS'** 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.
- (b) The Parties contemplate that the CLEC may need to perform operations in **AT&T TEXAS'** Conduit System other than during normal business hours and may occasionally require access to Manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, CLEC shall notify **AT&T TEXAS** as soon as is reasonably possible of its intent to enter and perform work in the Conduit System and **AT&T TEXAS** shall not, without due cause and justification, insist on literal compliance with the scheduling

requirements of subsection (a) in such circumstances. **AT&T TEXAS** will establish procedures enabling **AT&T TEXAS** to receive notices from CLEC under this subsection twenty-four (24) hours a day, seven (7) days a week.

- (c) Each Party must obtain any necessary authorization from appropriate authorities to open Manholes for such Party's own Conduit work and operations therein.
- (d) Where CLEC personnel, certified based on industry standards, perform installation, maintenance and similar routine work at **AT&T TEXAS** sites, **AT&T TEXAS** may, at its option, send one or more employees to review such work. CLEC and **AT&T TEXAS** shall share the Cost of a single **AT&T TEXAS** employee reviewing the work during emergency and non-emergency situations. **AT&T TEXAS** will not be compensated by CLEC for any additional employees reviewing the work. The **AT&T TEXAS** employees assigned for review and inspection of CLEC personnel work must be available during all normal business hours for such assignments to minimize inconvenience to CLEC. If the work at **AT&T TEXAS** sites is performed by a contractor agreed upon by CLEC and **AT&T TEXAS**, **AT&T TEXAS** shall be responsible for the Costs of its employees sent to inspect the contractor's work. However, if CLEC personnel perform work at the site of an interconnection point where the participation of **AT&T TEXAS** personnel is integral for the successful completion of the work, CLEC is responsible for paying the Costs of **AT&T TEXAS** personnel reasonably needed for such work.

6.12 OSHA Compliance. Each Party agrees:

- (a) its Facilities attached to **AT&T TEXAS'** Poles or placed in **AT&T TEXAS'** Ducts, Conduits, and Rights-of-Way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder and
- (b) all persons shall, when working on, within, or in the Vicinity of **AT&T TEXAS'** Poles or Conduit System, comply with OSHA and all rules and regulations thereunder.

6.13 Environmental Contaminants in **AT&T TEXAS'** Conduit System. CLEC acknowledges that, from time to time, environmental contaminants may enter **AT&T TEXAS'** Conduit System and accumulate in Manholes or other Conduit Facilities.

- (a) CLEC may, at its expense, perform such inspections and tests at the site of any Pole, Duct, Conduit, or Right-of-Way occupied by or assigned to CLEC as CLEC may deem necessary to determine the presence at such sites of environmental contaminants. **AT&T TEXAS** will assist CLEC, at the CLEC's request and expense, in the performance of such inspections and tests.
- (b) **AT&T TEXAS** makes no representations to CLEC or Personnel Performing Work on CLEC's Behalf that **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way will be free from environmental contaminants at any particular time. Before entering a Manhole or performing any work within or in the Vicinity of **AT&T TEXAS'** Conduit System or any other site subject to access under this Appendix, CLEC or Personnel Acting on CLEC's

Behalf shall independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.

- (c) Each Party shall promptly notify the other of environmental contaminants known by such Party to be present on, within or in the vicinity of Poles, Ducts, Conduits, or Rights-of-Way occupied by or assigned to CLEC if, in the sole judgment of such Party, such environmental contaminants create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the Conduit or (2) the physical condition of the other Party's Facilities placed or to be placed within the Conduit.
- (d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this Section) shall relieve either Party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such Party's failure to comply with such laws.

6.14 Compliance with Environmental Laws and Regulations. CLEC and **AT&T TEXAS** agree to comply with the following provisions relating to compliance with environmental laws and regulations.

- (a) All Persons Acting on CLEC's or **AT&T TEXAS**' Behalf, including but not limited to CLEC's or **AT&T TEXAS**' employees, agents, contractors, and subcontractors, shall, when working on, within or in the Vicinity of **AT&T TEXAS**' Poles, Ducts, Conduits, or Rights-of-Way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). CLEC and **AT&T TEXAS** agree that their Facilities attached to **AT&T TEXAS**' Poles or placed in **AT&T TEXAS**' Ducts, Conduits, and Rights-of-Way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, Licenses or the like). CLEC and **AT&T TEXAS** shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, Cables, and other structures to ensure that such wires, Cables, and structures are not a hazard to aeronautical navigation.

6.16 Responsibility for Condition of Facilities. Each Party will be responsible at all times for the condition of its Facilities (including but not limited to those extending from **AT&T TEXAS**' Poles, Ducts, Conduits, or Rights-of-Way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

## 7. PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

7.1 Designation of Primary Points of Contact. Each Party will, at the request of the other Party, designate a Primary Point of Contact to facilitate communications between the Parties and the timely processing of CLEC's Applications for access to **AT&T TEXAS**' Poles, Ducts, Conduits, and Rights-of-Way located within this State. Designations of Primary Points of Contact will be made by written notices including the name, title, address, phone number, and fax number of the person

designated as the Primary Point of Contact; provided, however, that unless and until a different designation is made, **AT&T TEXAS'** Primary Point of Contact shall be the AT&T Primary Point of Contact identified in the Structure Access Guidelines found on CLEC Online. Designation of Primary Points of Contact pursuant to this Section shall not affect notice requirements or other legal requirements set forth in other provisions of this Appendix or the Parties' Interconnection Agreement.

- 7.2 Determinations by CLEC of Suitability and Availability. CLEC shall make its own, independent assessment of the suitability of **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way for CLEC's intended purposes.
- 7.3 Access to Records Relating to AT&T TEXAS' Poles, Ducts, Conduits, and Rights-of-Way. This Section establishes procedures through which certain records and information relating to **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way will be made available to CLEC. Access to such records and information shall be conditioned on CLEC's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement (**AT&T TEXAS'** Pole, Duct, Conduit, and Rights-of-Way) in the Structure Access Documents found in the CLEC Handbook on CLEC Online, and no person acting on CLEC's behalf shall be granted access to such records and information without first signing such a nondisclosure agreement. CLEC shall reimburse **AT&T TEXAS'** for all reasonable Costs incurred by **AT&T TEXAS'** in granting CLEC's requests for access to records and information under this Section.
- (a) CLEC shall, after the effective date of this Appendix, have reasonable access to review **AT&T TEXAS'** Pole and Conduit maps and records. CLEC shall be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the Parties. Access to such maps and records shall be by appointment only, and **AT&T TEXAS'** shall make such maps and records available for inspection by CLEC on two (2) business days notice.
- (b) The access described in subsection (a) shall include the right to make copies, at the CLEC's expense. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to Cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to customer-specific information, CLEC copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes. CLEC's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of Cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of AT&T's Poles, Ducts, Conduits, and Rights-of-Way for CLEC's intended uses.
- (c) AT&T shall provide CLEC the best information available from AT&T's current Pole and Conduit maps and records. AT&T represents that such records reflect approximate geographical locations of the Facilities depicted and may not accurately reflect information such as:
- (1) the exact location of the Facilities depicted;

- (2) the physical size, characteristics, or condition of the Facilities depicted;
- (3) the Ducts or inner Ducts presently occupied, assigned, or available within any particular Conduit segment or Manhole;
- (4) the arrangement of Facilities attached to a Pole, the position of Facilities suspended between Poles or their relationship to each other and to the ground, or the positioning of Cables and other Facilities housed within Ducts, Conduits, Manholes or other portions of **AT&T TEXAS'** Conduit System; and
- (5) other information which must be assessed before it can be determined that space is available on or in a Pole, Duct, or Conduit for the attachment or Occupancy of CLEC's Facilities or that the Pole, Duct, or Conduit depicted is suitable for CLEC's intended use.

7.4 Pre-Occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way. CLEC shall be permitted to view and inspect specified Poles, Ducts, Conduits, and Rights-of-Way on a pre-occupancy basis as provided in this Section.

- (a) After the effective date of this Agreement, **AT&T TEXAS** shall permit CLEC to view specified Poles, Ducts, Conduits, and Rights-of-Way on a pre-occupancy basis. Nothing contained in this Section shall preclude CLEC from visually inspecting **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way from any vantage point lawfully accessible to CLEC without **AT&T TEXAS'** permission.
- (b) CLEC shall not enter any **AT&T TEXAS** Manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Appendix, including but not limited to the provisions of Section 6.11 relating to the opening of Manholes.

## 8. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.1 Selection of Space. **AT&T TEXAS** will select or approve CLEC's selection of the location for all attachments on Poles, in Ducts and Conduit, and in Rights-of-Way. The selection or approval will be based on safety, reliability or general engineering principles using the same criteria **AT&T TEXAS** applies to itself. In Conduit Systems owned or controlled by **AT&T TEXAS**, Maintenance Ducts (as defined in Section 3.23) shall not be considered available for CLEC's use except as specifically provided elsewhere in this Appendix. All other Ducts, inner Ducts, sub-ducts, and partitioned Conduits which are not assigned or occupied shall be deemed available for use by **AT&T TEXAS**, CLEC, and Third Parties entitled to access under the Pole Attachment Act.

8.2 Pole, Duct, and Conduit Space Assignments. Pole, Duct, and Conduit space will be assigned to CLEC as provided in this Section. Information received by **AT&T TEXAS** in connection with this Section shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).

- (a) On receipt of CLEC's Application for a Pole Attachment or Conduit Occupancy License the associated Pole, Duct, and Conduit space shall be assigned to CLEC for a pre-occupancy



period not to exceed twelve (12) months, beginning with the date of such assignment. The assignment (and date and time) of assignment shall be logged and recorded in the appropriate **AT&T TEXAS** records.

- (b) CLEC's obligation to pay semi-annual Pole Attachment or Conduit Occupancy fees shall commence from the date the assignment is logged and recorded in the appropriate **AT&T TEXAS** records.
- (c) During the twelve (12) month assignment period following the date space is assigned to CLEC and entered into the appropriate **AT&T TEXAS** record, **AT&T TEXAS** shall not occupy or use such space without CLEC's permission, shall not assign such space to any party other than CLEC, and shall not knowingly permit any party other than CLEC to occupy or use such space without CLEC's permission except as otherwise specifically provided in this Appendix. The assignment to CLEC shall automatically lapse twelve (12) months after the date the assignment has been entered into the appropriate **AT&T TEXAS** record if CLEC has not occupied such assigned space within such twelve (12) month period; provided, however, that if CLEC's failure to occupy the space within such twelve (12) month period results from **AT&T TEXAS'** failure to perform Make-ready Work on schedule, the Parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three (3) months from the date of completion of **AT&T TEXAS'** Make-ready Work; and, provided further, that if CLEC can demonstrate that its failure to occupy the space within such twelve (12) month period results from the actions of **AT&T TEXAS** or Third Parties other than Persons Acting on CLEC's Behalf, or from acts of God, the assignment may be extended for a period no longer than three (3) months from the date CLEC is first able to commence construction activities at the site involved. Assignments to Third Parties shall be subject to the same rules applicable to CLEC under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original twelve (12) month period and shall be recorded on the appropriate **AT&T TEXAS** records available for inspection under Section 7.3.
- (d) **AT&T TEXAS** may assign space to itself by making appropriate entries in the same records used to log assignments to CLEC and Third Parties. If **AT&T TEXAS** assigns Pole, Duct, or Conduit space to itself, such assignment shall automatically lapse twelve (12) months after the date the assignment has been entered into the appropriate **AT&T TEXAS** record if **AT&T TEXAS** has not occupied such assigned space within such twelve (12) month period; provided, however, that if **AT&T TEXAS'** failure to occupy the space within such twelve (12) month period results from the actions of CLEC or Third Parties other than Persons Acting on **AT&T TEXAS'** Behalf, or from acts of God, **AT&T TEXAS'** assignment may be extended for a period no longer than three (3) months from the date **AT&T TEXAS** is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original twelve (12) month period on the appropriate **AT&T TEXAS** records available for inspection under Section 7.3.
- (e) If Facilities modifications, capacity expansions, or other Make-ready Work are required due to the assignment of space to CLEC or **AT&T TEXAS** under this Section, the Party to whom such space has been assigned shall reimburse the person or entity incurring the

Costs for such Facilities modifications, capacity expansions, or Make-ready Work, if the Party to whom such space has been assigned fails to occupy the assigned space within the twelve (12) month assignment period or any extension thereof.

- (f) Except as provided in subsections (c)-(d) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual Occupancy) that enables CLEC, **AT&T TEXAS**, or any Joint User to preclude access by others to unused Pole Attachment or Conduit Occupancy space for any period greater than twelve (12) months after the date of initial assignment.

8.3 Immediate Occupancy. This Section implements the Parties' stipulation (Stipulation CLEC 62, made a part of the Arbitration Award in Texas PUC Docket No. 16226) that **AT&T TEXAS** "make available to CLEC for immediate Occupancy any Duct, Conduit, or Pole Space that is not currently assigned to a Local Service Provider, or other entity" in a manner consistent with the Parties' stipulations (Stipulations CLEC 59, 60, and 66 made a part of the Arbitration Award in Texas PUC Docket No. 16226) dealing with the performance of Make-ready Work, inner Duct installation, and removal of retired or inactive Cables. **AT&T TEXAS** shall, within sixty (60) days after the effective date of this Appendix, adopt interim procedures which will provide CLEC the ability to attach or place Facilities on or in **AT&T TEXAS**' Poles, Ducts, Conduits, and Rights-of-Way on an immediate basis when such space is available for CLEC's use and no Make-ready Work or infrequent construction techniques or connectivity solutions are required. **AT&T TEXAS** may, on sixty (60) days advance notice to CLEC, revise or terminate such interim procedures if they prove to be unworkable, in which event CLEC may seek renegotiation of this Appendix or challenge **AT&T TEXAS**' decision in accordance with procedures available to CLEC under applicable federal and state laws, regulations, and commission orders. The special procedures established under this Section shall supplement, rather than replace, the regular assignment and licensing procedures set forth in Articles 8-10 of this Appendix, are intended to be used only under special circumstances (e.g., when the regular procedures allow insufficient time to meet customer service commitments or resolve non-routine construction or network contingencies), shall not be used on a routine basis, and shall be consistent with subsections (a)-(f) below.

- (a) Upon giving **AT&T TEXAS** the notice required by this subsection, CLEC may immediately occupy space assigned or provisionally assigned to CLEC pursuant to Section 8.2 of this Appendix. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.2(b) or a License Application under Section 9.2. CLEC shall not give such notice or occupy such space without first reviewing **AT&T TEXAS**' records and determining that the records reflect that the space sought is available.
- (b) CLEC shall not occupy space which has not been assigned or provisionally assigned to CLEC. The assignment must be recorded on the appropriate **AT&T TEXAS** records, as provided in Section 8.2, prior to CLEC's Occupancy. If CLEC subsequently determines that the records are inaccurate and that the space assigned to CLEC is not available, or that the space assigned is not suitable for CLEC's intended use, CLEC shall, within one business day, notify **AT&T TEXAS** in writing that it no longer intends to occupy the space earlier assigned and is releasing the assignment. Except as otherwise provided in this subsection, CLEC shall not occupy other space on the Pole or in the Duct or Conduit without first obtaining an assignment or provisional assignment of the space which CLEC will occupy. To avoid high or unusual expenditures resulting from unanticipated conditions

at the site, CLEC may occupy space not assigned to CLEC subject to the following terms and conditions.

- (1) CLEC may occupy the next available space shown on **AT&T TEXAS'** records as available at the time of CLEC's last review of the records. CLEC shall not knowingly occupy space occupied by or assigned to **AT&T TEXAS** or any Third Party without consent of the party to whom the space has been assigned.
  - (2) Within one business day after occupying such space, CLEC shall submit to **AT&T TEXAS** a written notice of intent to occupy or an Application for the space occupied showing the reason for CLEC's use of the space occupied.
  - (3) CLEC shall bear the risk that space occupied by CLEC pursuant to this Section was assigned to **AT&T TEXAS** or a Third Party during the period between CLEC's last review of the records and CLEC's Occupancy of such space. After occupying space not previously assigned to CLEC, CLEC shall review the records and promptly notify the affected party if CLEC determines that it has occupied space assigned to such party. At the request of the party to whom such space has been assigned, CLEC shall, within twenty-four (24) hours, or within such other period of time mutually agreed to by the parties affected, remove its Facilities from the space in question if the parties affected cannot reach an acceptable alternative solution. **AT&T TEXAS** and CLEC anticipate that all parties affected will act in good faith to work out acceptable solutions and that the parties affected will not insist on strict adherence to the twenty-four (24) hour removal requirement unless there is a legitimate business need for compelling removal within such time period.
  - (4) **AT&T TEXAS** shall be entitled to recover from CLEC actual Costs, if any, directly incurred by **AT&T TEXAS** as a result of CLEC's decision under this subsection to occupy space subject to a valid prior assignment to **AT&T TEXAS**. CLEC shall indemnify, on request defend, and save **AT&T TEXAS** harmless from any injury, Loss, damage, liability, or claim asserted against **AT&T TEXAS** by any Third Party resulting from CLEC's decision under this subsection to occupy space assigned to such Third Party.
- (c) Nothing in this Section authorizes CLEC to place its Facilities on or in any Pole, Duct, or Conduit space already occupied by the Facilities of **AT&T TEXAS** or a Third Party, even if the presence of such Facilities is not reflected on **AT&T TEXAS'** records.
  - (d) Nothing in this Section authorizes CLEC, without first obtaining **AT&T TEXAS'** written authorization, to (1) place its Facilities on any Pole or in any Duct or Conduit that requires Make-ready Work (other than Third Party Make-ready Work arranged directly by CLEC) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.3.
  - (e) If CLEC has not done so already, within twenty-four (24) hours after occupying space pursuant to this section, CLEC will submit to **AT&T TEXAS** an Application for the space

occupied as provided in Section 9.2 of this Appendix. The Application may be submitted by fax.

- f) CLEC will bear all risks resulting from the possibility that assigned space which appears from the records to be available is not available or in suitable condition to be used by CLEC and shall indemnify, on request defend, and hold **AT&T TEXAS** harmless from any injury, Loss, damage, claim, or liability (including but not limited to Third Party claims) resulting from CLEC's Occupancy of space in violation of this Section.

## 9. APPLICATIONS AND PRE-LICENSE SURVEYS

9.1 Licenses Required. CLEC shall apply in writing for and receive a License before attaching Facilities to specified **AT&T TEXAS** Poles or placing Facilities within specified **AT&T TEXAS** Ducts, Conduits, Manholes or Handholes. License Applications and information received by **AT&T TEXAS** in connection with such Applications shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).

9.2 Application Process.

9.2.1 To apply for a License under this Appendix, CLEC shall submit the appropriate **AT&T TEXAS** administrative form(s), which can be found on the AT&T CLEC On-Line website, two (2) sets of each and either a route map specifically indicating CLEC desired route or engineered drawings are to be included). CLEC has the option of (1) requesting copies of **AT&T TEXAS** records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey conducted by **AT&T TEXAS** has determined that Make-Ready Work is not required. CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule as set forth below in Section 9.2.2.2 below.

9.2.2 **AT&T TEXAS** will process License Applications in the order in which they are received; provided, however, that when CLEC has multiple Applications on file with **AT&T TEXAS**, CLEC may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

9.2.2.1 Each Application for a License under this Section shall specify the proposed route of CLEC's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which CLEC desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which CLEC desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which CLEC desires to attach to each Pole or Joint Use Pole.

9.2.2.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information

specified in Section 11.2 below of this Appendix, and an indication of whether CLEC will, at its option, perform its own Make-Ready Work.

- 9.2.2.3 CLEC may include multiple cables in a single License Application and multiple services (e.g., CATV and non CATV services) may be provided by CLEC in the same cable Sheath. CLEC's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by CLEC's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if CLEC desires to lash additional cable to existing Facilities of a Third Party, CLEC shall provide **AT&T TEXAS** with reasonable Notice, and shall obtain written permission from the owner of the existing Facilities. If **AT&T TEXAS** determines that the requested Lashing would violate safety or engineering requirements, **AT&T TEXAS** shall provide written Notice to CLEC within a reasonable time specifying in detail **AT&T TEXAS'** findings. If CLEC desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, CLEC must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in **AT&T TEXAS'** Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to **AT&T TEXAS** Poles.
- 9.2.2.4 Each Application shall designate an employee as CLEC's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Licenses and providing records and information. CLEC may at any time designate a new point of contact by giving written Notice of such change while the Application is open.
- 9.3 CLEC's Priorities. When CLEC has multiple Applications on file within a single **AT&T TEXAS** Construction District, CLEC shall, at **AT&T TEXAS'** request, designate its desired priority of completion of Pre-license Surveys, capacity expansions, Make-ready Work, and Facilities modifications with respect to all such Applications.
- 9.4 Pre-license Survey. A Pre-license Survey (including a review of records and field inspection, if necessary) will be completed by **AT&T TEXAS** after CLEC has submitted its written License Application as specified in Section 9.2 of this Appendix. **AT&T TEXAS** will not, without due cause and justification, repeat Pre-occupancy Survey work performed by CLEC.
- (a) A field inspection of the Pre-license Survey detailing the work that will be necessary to accommodate CLEC's Facilities must be conducted before **AT&T TEXAS** can respond to the request for access. All Parties currently attached to the **AT&T TEXAS** structure must be notified, where ordered by a commission and allowed to participate in the survey if desired. The make ready survey does not guarantee structure integrity or that there will be available capacity to accommodate CLEC's request.
- (b) The administrative processing portion of the Pre-license Survey (which includes processing the Application and reviewing records) will be performed by **AT&T TEXAS**.

- (c) Before performing any portion of the Pre-license Survey, **AT&T TEXAS** shall obtain CLEC's written authorization to perform such work. Authorization may be given, when possible, when the Application is submitted.

## 10. ISSUANCE AND DENIAL OF LICENSES (INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND MAKE-READY WORK)

10.1 Response Within Forty-Five (45) Days. Within forty-five (45) days of CLEC's submission of a License Application pursuant to Section 9.2 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the Parties, **AT&T TEXAS** shall respond to the Application. The response shall state whether the Application is being granted or denied. If denial is anticipated, or if **AT&T TEXAS** personnel involved in the processing of CLEC's request for access become aware of hazardous substances at the site requested by CLEC, **AT&T TEXAS** shall promptly advise CLEC and shall, at the CLEC's request, discuss alternatives to denial and issues associated with the presence of such hazardous substances.

- (a) If access is granted, **AT&T TEXAS** shall, no later than forty-five (45) days after CLEC's submission of the License Application, further advise CLEC in writing (1) what Facilities modifications, capacity expansions, or Make-ready Work, if any, will be required to prepare **AT&T TEXAS'** Pole or Conduit Facilities (2) provide CLEC an estimate of charges for such Facilities modifications, capacity expansions, or Make-ready Work, (3) disclose to CLEC any hazardous substances known by **AT&T TEXAS** to be present at the site.
- (b) If access is denied, **AT&T TEXAS** will confirm the denial in writing by the 45th day after the receipt by **AT&T TEXAS** of CLEC's completed Application. The denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If CLEC in its completed Application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.
- (c) CLEC agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific Poles, Ducts, or Conduit Facilities, CLEC shall promptly withdraw or amend its Application, thereby minimizing the administrative burdens on **AT&T TEXAS** of processing and responding to the Application.
- (d) Notwithstanding the forty-five (45) day deadline, **AT&T TEXAS** will, pursuant to Section 8.3 of this Appendix, make available to CLEC for immediate Occupancy any Duct, Conduit, or Pole space not currently assigned, not designated as the Maintenance Duct, and not subject to applicable make-ready requirements. Availability shall be based on the appropriate **AT&T TEXAS** records to be maintained by **AT&T TEXAS** but which will be made available for viewing by CLEC on two (2) business days notice as provided in Section 7.3 of this Appendix. CLEC will bear all risks resulting from the possibility that space which appears from the records to be available is not in suitable condition to be used by CLEC.
- (e) If **AT&T TEXAS** fails to respond in writing within thirty (30) days of **AT&T TEXAS'** documented receipt of a License Application pursuant to Section 9.2 of this Appendix, or

within such other period of time as may be mutually agreed upon in writing by the Parties, CLEC may by written notice inquire whether **AT&T TEXAS** intends to deny CLEC's request for access. After such notice has been given and receipt by **AT&T TEXAS** of a properly submitted License Application has been confirmed, **AT&T TEXAS'** failure to respond in writing within fifteen (15) days after receipt of the notice shall be deemed to constitute approval of the request for access. In such event, CLEC shall be entitled to occupy the space requested without the formality of a License; provided, however, that nothing contained in this subsection shall authorize CLEC to occupy space already occupied or subject to a prior valid space assignment to **AT&T TEXAS** or any Third Party; and provided further that nothing in this subsection authorizes CLEC, without first obtaining **AT&T TEXAS'** written authorization, to (1) place its Facilities on any Pole or in any Duct or Conduit that requires Make-ready Work (other than Third Party make-ready Work arranged directly by CLEC) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.3.

10.2 Obligation to Construct or Modify Facilities: Capacity Expansions. The Parties agree that **AT&T TEXAS** may grant access subject to CLEC's approval of such Make-ready Work or Facilities modifications as may be required to expand capacity to accommodate CLEC's request, in which event CLEC shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If **AT&T TEXAS** does not offer to expand capacity and denies CLEC's request for access, **AT&T TEXAS** shall promptly notify CLEC of such determination. **AT&T TEXAS** shall not deny CLEC's request for access on lack of capacity grounds when capacity can be expanded as provided in this Section and in Section 6.3 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

- (a) **AT&T TEXAS** agrees to modify its outside plant Facilities to the extent that the CLEC agrees to pay for the modification at Cost, such as but not limited to Cable consolidations, as long as such modifications are consistent with capacity, safety, reliability, and engineering considerations which **AT&T TEXAS** would apply to **AT&T TEXAS** if the work were performed for its own benefit. **AT&T TEXAS** may recover from CLEC the Costs of modifying its outside plant Facilities for CLEC's space. **AT&T TEXAS** will require payment of the full amount in advance, subject to the true-up of the estimated Costs with the actual Costs. 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 CLEC's Facilities, CLEC shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to **AT&T TEXAS** for the use of such additional capacity. If **AT&T TEXAS** utilizes additional space or capacity created at the CLEC's expense, **AT&T TEXAS** will reimburse CLEC on a pro-rata basis for **AT&T TEXAS'** share, if any, of CLEC's capacity expansion Costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **AT&T TEXAS** will notify the CLEC if any entity, including **AT&T TEXAS**, attaches Facilities to additional capacity on **AT&T TEXAS'** Structure created at the CLEC's expense. **AT&T TEXAS** shall not be required to collect or remit any such amounts to CLEC, to resolve or adjudicate disputes over reimbursement between CLEC and Other Users.
- (b) If **AT&T TEXAS** declares that a Manhole is congested, then all users including **AT&T TEXAS** itself will be required to access that congested Manhole via a Handhole. If a Handhole is installed at the CLEC's expense, **AT&T TEXAS** will reimburse CLEC if other

carriers are allowed access to that Handhole by **AT&T TEXAS**. Alternately **AT&T TEXAS** can pay for the Handhole which becomes **AT&T TEXAS** property and only charge CLEC for its proportionate use of the Handhole.

- (c) **AT&T TEXAS** agrees to install inner Duct in a timely manner to accommodate CLEC's space needs in accordance with the same time interval **AT&T TEXAS** provides to itself. If **AT&T TEXAS'** interval for beginning or completing Make-ready Work does not meet CLEC's needs, CLEC, as a qualified contractor, may perform the inner Duct installation itself or utilize authorized subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by **AT&T TEXAS** and CLEC. When inner Duct is installed by CLEC or an Authorized Contractor in **AT&T TEXAS'** Conduit System, CLEC shall bear all other installation expenses. Inner Duct installed by CLEC or an Authorized Contractor shall be installed in accordance with the same standards and practices which would be followed if the inner Duct were being installed by **AT&T TEXAS** or **AT&T TEXAS'** contractors. CLEC will indemnify **AT&T TEXAS** for damages, resulting from CLEC's self-provisioning of the inner Duct.
- (c) **AT&T TEXAS** agrees to, remove Cables at its expense that are retired or inactive (dead) to free-up requested Duct and Pole space, provided that such removal is reasonably feasible (i.e. Cable pulls easily without incident). If a section of Cable is "frozen" in a Duct and would require excavation to remove, CLEC, at its option, may excavate the obstruction or request that **AT&T TEXAS** excavate the obstruction. The excavation would be at the CLEC's expense.

10.3 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of CLEC's representations or **AT&T TEXAS'** field inspection, if any, **AT&T TEXAS** determines that no Make-ready Work is necessary to accommodate CLEC's Facilities, **AT&T TEXAS** will issue a License without performing Make-ready Work and Pole Attachment or Conduit Occupancy space will be made available to CLEC for immediate Occupancy. Immediate Occupancy prior to the issuance of a License shall be governed by Section 8.3.

10.4 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.2 and in this Section, Make-ready Work shall be performed by **AT&T TEXAS** or by Authorized Contractors, or other Persons Acting on **AT&T TEXAS'** Behalf and shall be performed by **AT&T TEXAS** in accordance with the same time intervals which would be applicable if **AT&T TEXAS** were performing the work for itself.

- (a) CLEC and **AT&T TEXAS** will mutually establish and maintain a list of Authorized Contractors who may be selected by CLEC to perform Make-ready Work when **AT&T TEXAS'** interval for beginning or completing such Make-ready Work does not meet CLEC's needs.
- (b) If **AT&T TEXAS'** interval for beginning or completing Make-ready Work does not meet CLEC's needs, CLEC may, as an Authorized Contractor, perform the Make-ready Work itself or arrange for the work to be performed by an Authorized Contractor selected by CLEC from the applicable list of Authorized Contractors. Subject to the availability of personnel, CLEC may also request that **AT&T TEXAS** perform the work on an expedited basis; provided, however, that Make-ready Work will not be performed on an expedited



basis unless CLEC first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.

- (c) From time to time, additional contractors, or other vendors may be approved by CLEC and **AT&T TEXAS** to perform Make-ready Work in the event that the workload exceeds the capacity of the Authorized Contractors on the approved list to perform the Make-ready Work in a timely manner.
- (d) Nothing contained in this Section authorizes CLEC, any Authorized Contractor selected by CLEC, or any other Person Acting on CLEC's Behalf to consolidate **AT&T TEXAS'** Cables, remove slack, or perform any splicing (wire work) on **AT&T TEXAS'** Cables.

10.05 Make-ready Work. If **AT&T TEXAS** determines that Make-ready Work will be necessary to accommodate CLEC's Facilities, **AT&T TEXAS** shall promptly notify CLEC of the Make-ready Work proposed to enable the accommodation of CLEC's Facilities.

- (a) The notice shall be given in writing no later than forty-five (45) days after the receipt by **AT&T TEXAS** of CLEC's completed Application pursuant to Section 9.2 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the Parties.
- (b) The notice will include **AT&T TEXAS'** estimate of make-ready charges.
- (c) CLEC shall have twenty (20) days (the "acceptance period") after receiving **AT&T TEXAS'** estimate of make-ready charges to authorize completion of the Make-ready Work proposed by **AT&T TEXAS** or to advise **AT&T TEXAS** of its willingness to perform the proposed Make-ready Work itself. If CLEC advises **AT&T TEXAS** that it is willing to perform the Make-ready Work proposed by **AT&T TEXAS** in accordance with a design approved by **AT&T TEXAS**, and **AT&T TEXAS'** specifications, **AT&T TEXAS** will not, without due cause and justification, refuse to accept CLEC's offer to perform the work. Authorization shall be accomplished by CLEC's signing the estimate and returning it to **AT&T TEXAS** within the twenty (20) day acceptance period.
- (d) Within the twenty (20) day acceptance period, the Parties may negotiate modifications of the Make-ready Work to be performed. If the Parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by CLEC's signing the revised estimate and returning it to **AT&T TEXAS** within the original twenty (20) day acceptance period, or within such period of time as may be mutually agreed upon by the Parties.
- (e) If CLEC does not sign and return the estimate within the twenty (20) day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the Parties, CLEC shall notify **AT&T TEXAS** in writing by the twentieth (20<sup>th</sup>) day whether CLEC is withdrawing its Application, electing to perform the Make-ready Work itself as provided in subsection (c) or electing to treat **AT&T TEXAS'** make-ready requirements as a denial of access.

- (1) If no such notice is given by the twentieth (20<sup>th</sup>) day, or such later date as may be mutually agreed upon by the Parties, **AT&T TEXAS** shall contact CLEC to determine whether CLEC intends to withdraw its Application. CLEC shall be deemed to have withdrawn its Application if, in response to **AT&T TEXAS'** inquiry, CLEC does not immediately sign and return the estimate to **AT&T TEXAS**.
  - (2) If CLEC timely notifies **AT&T TEXAS** that it is electing to treat **AT&T TEXAS'** make-ready requirements as a denial of access, **AT&T TEXAS** shall, within twenty (20) days after receiving the notice, provide CLEC with a written statement explaining its decision to grant access only if the specified Make-ready Work is performed. The statement shall be specific, shall include all relevant evidence and information supporting **AT&T TEXAS'** decision to grant access only if the specified Make-ready Work is performed, and shall explain how such evidence and information relates to **AT&T TEXAS'** decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for **AT&T TEXAS'** make-ready proposals and specifically address **AT&T TEXAS'** rationale for rejecting CLEC's alternative written proposals, if any.
- 10.6 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.
- 10.7 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. CLEC shall make arrangements with the owners of other facilities attached to **AT&T TEXAS'** Poles or occupying space in **AT&T TEXAS'** Conduit System regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of CLEC's Facilities to or in **AT&T TEXAS'** Poles, Ducts, and Conduits.
- 10.8 Reimbursement for the Creation or Use of Additional Capacity. CLEC acknowledges that as a result of Make-ready Work performed to accommodate CLEC's Facilities, additional capacity may become available on **AT&T TEXAS'** Poles or in its Conduit System. In such event, CLEC shall not have any preferential right to utilize such additional capacity in the future and shall not be entitled to any monies which may subsequently be paid to **AT&T TEXAS** for the use of such additional capacity by any Joint User; provided, however, **AT&T TEXAS** must establish a methodology whereby CLEC is reimbursed on a pro-rata basis for any portion of the capacity later used by **AT&T TEXAS** or another telecommunications provider, including, but not limited to, Telecommunications Carriers and cable television systems.
- 10.9 License and Attachment. After all required Make-ready Work is completed, **AT&T TEXAS** will issue a License confirming that the CLEC may attach specified Facilities to **AT&T TEXAS'** Poles or place specified Facilities in **AT&T TEXAS'** Conduit System. CLEC shall have access to attach or place only those Facilities specifically described in Licenses subject to this Appendix, and no others, except as otherwise specifically provided in (a) Sections 8.3 and 12.3 or other provisions of this Appendix, (b) any other written agreement between the Parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.

## 11. CONSTRUCTION OF CLEC'S FACILITIES

- 11.1 Responsibility for Attaching and Placing Facilities. Each Party shall be responsible for the actual attachment of its Facilities to **AT&T TEXAS'** Poles and the actual placement of its Facilities in **AT&T TEXAS'** 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. In this regard, each Party shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its Facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the Vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way.
- 11.2 Construction Schedule. After the issuance of a License, CLEC shall provide **AT&T TEXAS** with an updated construction schedule and shall thereafter keep **AT&T TEXAS** informed of anticipated changes in the construction schedule. Construction schedules received by **AT&T TEXAS** shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information). Construction schedules required by this Section shall include, at a minimum, the following information:
- (a) the name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;
  - (b) the names of each contractor and subcontractor that will be involved in the construction activities;
  - (c) the estimated dates when construction will begin and end; and
  - (d) the approximate dates when CLEC or Personnel Working on CLEC's Behalf will be performing construction work in connection with the attachment of CLEC's Facilities to **AT&T TEXAS'** Poles or the placement of CLEC's Facilities in any part of **AT&T TEXAS'** Conduit System.

## 12. USE AND ROUTINE MAINTENANCE OF CLEC'S FACILITIES

- 12.1 Use of CLEC's Facilities. Each License granted under this Appendix authorizes CLEC to have access to CLEC's Facilities on or within **AT&T TEXAS'** Poles, Ducts, and Conduits as needed for the purpose of serving CLEC's customers.
- 12.2 Routine Maintenance of CLEC's Facilities. Each License granted under this Appendix authorizes CLEC to engage in routine maintenance of Facilities located on or within **AT&T TEXAS'** Poles, Ducts, and Conduits pursuant to such License. Routine maintenance does not include the replacement or modification of CLEC's Facilities in any manner which results in CLEC's attachments differing substantially in size, weight, or physical characteristics from the attachments described in CLEC's License.
- 12.3 Installation of Drive Rings and J-Hooks. CLEC may install drive rings and J-hooks on **AT&T TEXAS'** Poles for the attachment of drop wires as specified in this Section.

- (a) Drive rings and J-hooks may be installed as specified in Pole Attachment Licenses issued to CLEC.
- (b) If attachment space has already been licensed to CLEC on a given **AT&T TEXAS** Pole, CLEC may install drive rings and J-hooks within the space assigned to CLEC (e.g., typically six (6) inches above and six (6) inches below CLEC's point of attachment on the Pole if the point of attachment is in the center of the space assigned to CLEC) without applying for or obtaining a new or amended License. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in CLEC's licensed attachment space.
- (c) CLEC's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to CLEC as provided in subsections (a) and (b) above; provided, however, that if attachment space already licensed to CLEC on a given **AT&T TEXAS** Pole is not adequate for CLEC's drive rings or J-hooks, CLEC may, when necessary, and without applying for or obtaining a new or amended License, install such drive rings and J-hooks assigned to **AT&T TEXAS** or another Joint User without the approval of **AT&T TEXAS** or such other Joint User and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent Occupancy or use of such space by **AT&T TEXAS** or other Joint Users. If the presence of such CLEC Facilities in space not assigned to CLEC will block or preclude the use of assigned or otherwise assignable space by **AT&T TEXAS** or other Joint Users, CLEC shall, on **AT&T TEXAS'** request, promptly relocate the Facilities in order to accommodate the Facilities of other users and shall bear all expenses associated with such relocation.
- (d) **AT&T TEXAS** may not install drive rings and J-hooks in space assigned to CLEC without CLEC's approval and shall, at the CLEC's request, promptly relocate the Facilities in order to accommodate CLEC's Facilities and bear all expenses associated with such relocation. If **AT&T TEXAS** installs drive rings and J-hooks above or below CLEC's licensed attachment space as described in subsection (b) above, no additional attachment charges shall apply with respect to drive rings and J-hooks installed outside CLEC's licensed attachment space as provided in this subsection.
- (e) If CLEC has not already been licensed attachment space on a given Pole, CLEC may, when necessary, install drive rings and J-hooks on unassigned space on such Pole without first obtaining a License for such attachment and shall, promptly following such installation, notify **AT&T TEXAS** of the attachment. Such notification shall be made on a form to be developed by **AT&T TEXAS** for this purpose and shall constitute an Application for a License. Such Application may be conditionally granted without a Pre-license Survey or other inquiry by **AT&T TEXAS**, and **AT&T TEXAS** shall not be required to process the Application, log the attachment as an assignment in its outside plant records, or issue a permanent License unless its specifically requested by CLEC to do so; provided, however, that a conditionally granted Application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this Section or other provisions of this Appendix. Drive-rings and J-hooks installed pursuant to this subsection are Pole Attachments and charges for such attachments shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders.

- (f) Notwithstanding the provisions of subsections (c)-(d) above, CLEC may not install drive rings and J-hooks in space rings or J-hooks have been installed in space subsequently assigned to CLEC, or if the presence of **AT&T TEXAS** drive rings or J-hooks blocks or precludes the use of otherwise assignable space on **AT&T TEXAS'** Poles, **AT&T TEXAS** shall, at the CLEC's request, relocate such Facilities, if it is feasible to do so, as Make-ready Work.
- (g) CLEC shall, at the request of **AT&T TEXAS** or another Joint User, at the CLEC's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on **AT&T TEXAS'** Poles other than as permitted in this Section.

12.4 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 thirty (30) days) non-emergency maintenance or repair activities by any person or entity (including but not limited to **AT&T TEXAS**, CLEC, other Local Service Providers, and other Joint Users) with Facilities in the Conduit section in which the Maintenance Duct is located; provided, however, that use of the Maintenance Duct for non-emergency maintenance and repair activities must be scheduled by **AT&T TEXAS**. A person or entity using the Maintenance Duct for non-emergency maintenance or repair activities shall immediately notify **AT&T TEXAS** of such use and must either vacate the Maintenance Duct within thirty (30) days or, with **AT&T TEXAS'** consent, which consent shall not be unreasonably withheld, rearrange its Facilities to ensure that at least one full-sized replacement Maintenance Duct (or, if a designated Maintenance Duct was an inner Duct, a suitable replacement inner Duct) is available for use by all occupants in the Conduit section within thirty (30) days after such party 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.

12.5 Responsibility for Maintenance of Facilities. Each Party shall be solely responsible for maintaining its own Facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such Party's Facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the Vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way.

12.6 Information Concerning the Maintenance of CLEC's Facilities. Promptly after the issuance of a License, CLEC shall provide **AT&T TEXAS** with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's Facilities and shall thereafter notify **AT&T TEXAS** of changes to such information. The manager responsible for routine maintenance of CLEC's Facilities shall, on **AT&T TEXAS'** request, identify any Authorized Contractor, or other person performing maintenance activities on CLEC's behalf at a specified site.

### 13. MODIFICATION OF CLEC'S FACILITIES

13.1 Notification of Planned Modifications. CLEC shall notify **AT&T TEXAS** in writing at least thirty (30) days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a Pole, or located in any **AT&T TEXAS** Duct or Conduit. The notice shall contain sufficient information to enable **AT&T TEXAS** to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present License or requires a new or amended License. No

notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of **AT&T TEXAS'** Poles, Ducts, or Conduits, and having no effect on the ability of **AT&T TEXAS** or Joint Users to use or have access to **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way.

- 13.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:
- (a) requires that the CLEC occupy additional space on **AT&T TEXAS'** Poles (except on a temporary basis in the event of an emergency);
  - (b) requires that the CLEC occupy additional space (other than space in the Maintenance Duct in accordance with Sections 12.4, 13.3, and 15.2 of this Appendix) in any **AT&T TEXAS** Duct or Conduit except on a temporary basis in the event of an emergency;
  - (c) results in the Facilities attached being different from those described as authorized attachments in CLEC's present Application, current License, notice of intent to occupy, or License Application and supplemental documentation (e.g., different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class);
  - (d) requires additional holding or loading capacity on a permanent basis.
- 13.3 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the Maintenance Duct in connection with Facilities modifications and replacements shall be subject to the provisions of Section 12.4 of this Appendix.
- 13.4 Replacement of Facilities and Spinning/Overlapping Additional Cables. CLEC may replace existing Facilities with new Facilities occupying the same Pole, Duct, or Conduit space, and may spin or Overlap additional Cables to its own existing Facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article. CLEC will be required to ensure Pole loadings are not exceeded.
- 13.5 Streamlined Procedures for the Issuance of Amended Licenses. **AT&T TEXAS** may streamline procedures for the issuance of amended Licenses with respect to proposed additions, relocations, replacements, or modifications of CLEC's Facilities when it appears to **AT&T TEXAS** that the proposed additions, relocations, replacements, or modifications will not require Make-ready Work by **AT&T TEXAS**, will not interfere with **AT&T TEXAS'** use of its Poles, Conduit Systems, or Facilities attached or connected thereto or contained therein, and will not interfere with the use of existing Facilities attached or connected thereto or contained therein by Joint Users.

## 14. REARRANGEMENT OF CLEC'S FACILITIES

- 14.1 Notice of Planned Modifications. The Parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The Parties further

acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the Parties to alter the above-described notification requirements only as provided in Section 14.2(b) below.

- 14.2 Rearrangement of CLEC's Facilities at AT&T TEXAS' Request. CLEC acknowledges that, from time to time, it may be necessary or desirable for **AT&T TEXAS** to rearrange Facilities on or within its Poles or Conduit Systems, change out Poles, add Poles to a Pole line, relocate or reconstruct Poles, Pole lines, Conduit segments, or Conduit runs, enlarge Manholes, reinforce Conduit, or otherwise modify Poles, Pole lines, or portions of its Conduit System and that such changes may be necessitated by **AT&T TEXAS'** own business needs or by factors outside of **AT&T TEXAS'** control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way.
- (a) CLEC agrees that the CLEC will cooperate with **AT&T TEXAS** and Joint Users in making such rearrangements as may be necessary to enable such changes to be made and that Costs incurred by CLEC 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 statutes, rules, regulations, and commission orders, including the Pole Attachment Act and rules, regulations and commission orders thereunder.
- (b) CLEC shall make all rearrangements of its Facilities within sixty (60) days after receiving written notification by **AT&T TEXAS** of the required rearrangements. **AT&T TEXAS** may request that such modification be made within a shorter period of time, in which event CLEC shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:
- (1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);
  - (2) the timeliness of **AT&T TEXAS'** request to CLEC;
  - (3) the nature and number of rearrangements sought;
  - (4) the impact on the ability of the Parties and Joint Users to meet customer service needs; and
  - (5) risks of service interruption to customers of the Parties and Joint Users.
- (c) Nothing contained in this article shall preclude CLEC from advising **AT&T TEXAS**, within sixty (60) days from the date of the notice, of its desire to add to or modify its existing attachments.

## 15. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 15.1 Applicability. The Parties acknowledge that in the event of an emergency, services provided by the Parties and Joint Users to their respective customers may be interrupted, that it may not be possible for all service providers with Facilities attached to **AT&T TEXAS'** Poles to restore service to all customers at the same time, that disputes may arise between the Parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service providers utilizing **AT&T TEXAS'** Poles, Ducts, and Conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.5 of this Appendix. The Parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.
- 15.2 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each Party plans and practices which will enable it to make such emergency repairs.
- (a) Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the facilities of Joint Users.
  - (b) Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to **AT&T TEXAS**, CLEC, other Local Service Providers, and other Joint Users) with facilities in the conduit section in which the Maintenance Duct is located; provided, however, that a party using the Maintenance Duct for emergency repair activities shall immediately notify **AT&T TEXAS** of such use and must either vacate the Maintenance Duct within thirty (30) days or, with **AT&T TEXAS'** consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement Maintenance Duct (or, if a designated Maintenance Duct was an inner Duct, a suitable replacement inner Duct) is available for use by all occupants in the Conduit section within thirty (30) days after such party occupies the Maintenance Duct. The Parties agree not to exceed thirty (30) days' use except in unusual emergencies that may require longer than thirty (30) days to rectify.
  - (c) If necessary, other unoccupied Ducts may be used on a short-term basis when the Maintenance Duct is unavailable. Any such use shall be subject to the same rules applicable to the Maintenance Duct and shall be subject to the rights of any Party or Joint User to whom such Duct has been assigned.
- 15.3 Designation of Emergency Repair Coordinators and Other Information. For each **AT&T TEXAS** Construction District, CLEC shall provide **AT&T TEXAS** with the emergency contact number of CLEC's designated point of contact for coordinating the handling of emergency repairs of CLEC's Facilities and shall thereafter notify **AT&T TEXAS** of changes to such information.
- 15.4 Reporting of Conditions Requiring Emergency Repairs. CLEC shall notify **AT&T TEXAS** at the earliest practicable opportunity after discovering any condition on or in any of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way requiring emergency repairs to **AT&T TEXAS'** Facilities and **AT&T TEXAS** shall notify CLEC at the earliest practicable opportunity after discovering any



condition on or in any of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way requiring emergency repairs to CLEC's Facilities.

15.5 Order of Precedence of Work Operations: Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **AT&T TEXAS**, CLEC, 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 in accordance with the following principles:

- (a) Emergency service restoration work requirements shall take precedence over other work operations.
- (b) Except as otherwise agreed upon by the Parties, restoration of lines for emergency services providers (e.g., 911, fire, police, 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 and 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.
- (c) **AT&T TEXAS** 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 are unable to reach prompt agreement; provided, however, that these decisions shall be made by **AT&T TEXAS** on a nondiscriminatory basis in accordance with the principles set forth in this Section.

15.6 Unilateral Corrective Action. When **AT&T TEXAS** or CLEC reasonably believes that, due to the condition of either Party's Facilities placed on, within, or in the Vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of **AT&T TEXAS'** or CLEC's Facilities, or **AT&T TEXAS'** or CLEC's ability to meet its service obligations, **AT&T TEXAS** or CLEC may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if Facilities have become detached or partially detached from a Pole, or detached or partially detached from supporting racks or wall supports within a Manhole, **AT&T TEXAS** or CLEC may reattach them as provided in this Section but shall not be obligated to do so.

- (a) Before performing any corrective work involving Facilities, **AT&T TEXAS** or CLEC shall attempt to notify the other Party. After such notice has been given, the Parties shall coordinate corrective work.
- (b) When an emergency situation exists such that advance notice and coordination are not practicable, **AT&T TEXAS** or CLEC may perform corrective work without first giving notice to the other, and shall promptly notify the other of the corrective work performed and the reason why notice was not given.

- 15.7 Emergency Pole Replacements. CLEC agrees to cooperate fully with **AT&T TEXAS** when emergency Pole replacements are required.
- (a) When emergency Pole replacements are required, **AT&T TEXAS** shall promptly make a good faith effort to contact CLEC to notify CLEC of the emergency and to determine whether CLEC will respond to the emergency in a timely manner.
  - (b) If notified by **AT&T TEXAS** that an emergency exists which will require the replacement of a Pole, CLEC shall transfer its Facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **AT&T TEXAS** replacement Pole, the transfer shall be in accordance with **AT&T TEXAS'** placement instructions.
  - (c) If CLEC is unable to respond to the emergency situation immediately, CLEC shall so advise **AT&T TEXAS** and thereby authorize **AT&T TEXAS** (or any Joint User sharing the Pole with **AT&T TEXAS**) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on CLEC's behalf.
- 15.8 Expenses Associated with Emergency Repairs. Each Party shall bear all reasonable expenses arising out of or in connection with any emergency repairs of its Facilities and transfers or rearrangements of its Facilities associated with emergency Pole replacements made in accordance with the provisions of this article.
- (a) 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.
  - (b) CLEC agrees to reimburse **AT&T TEXAS** for the Costs incurred by **AT&T TEXAS** for work performed by **AT&T TEXAS** on CLEC's behalf in accordance with the provisions of this article; provided, however, that when the Costs incurred by **AT&T TEXAS** are for work performed in part for CLEC and in part for **AT&T TEXAS** and Third Parties, CLEC shall only reimburse **AT&T TEXAS** for CLEC's share of the Costs.

## 16. INSPECTION BY AT&T TEXAS OF CLEC'S FACILITIES

- 16.1 AT&T TEXAS' Right to Make Periodic or Spot Inspections. **AT&T TEXAS** shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC's Facilities attached to **AT&T TEXAS'** Poles or placed within **AT&T TEXAS'** Ducts, Conduits, or Rights-of-Way. Such inspection may be conducted for the purpose of determining whether Facilities attached to **AT&T TEXAS'** Poles or placed in **AT&T TEXAS'** Conduit System are in compliance with the terms of this Appendix and Licenses hereunder, **AT&T TEXAS** may charge CLEC for inspection expenses only if the inspection reflects that the CLEC is in substantial noncompliance with the terms of this Appendix. If the inspection reflects that the CLEC's Facilities are not in compliance with the terms of this Appendix, CLEC shall bring its Facilities into compliance promptly after being notified of such noncompliance and shall notify **AT&T TEXAS** in writing when the Facilities have been brought into compliance.

- 16.2 Report of Inspection Results. **AT&T TEXAS** will provide CLEC the results of any inspection of CLEC's Facilities performed under Section 16.1 of this Appendix.

## 17. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 17.1 Facilities to Be Marked. CLEC shall tag or otherwise mark all of CLEC's Facilities placed on or in **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way in a manner sufficient to identify the Facilities as CLEC's Facilities.

- 17.2 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this Section, **AT&T TEXAS** may, without notice to any person or entity, remove from **AT&T TEXAS'** Poles or any part of **AT&T TEXAS'** Conduit System any untagged or unmarked Facilities, including any such Facilities owned or used by CLEC, if **AT&T TEXAS** determines that such Facilities are not the subject of any current License authorizing their continued attachment to **AT&T TEXAS'** Poles or Occupancy of **AT&T TEXAS'** Conduit System and are not otherwise lawfully present on **AT&T TEXAS'** Poles or in **AT&T TEXAS'** Conduit System.

- (a) Before removing any such untagged or unmarked Facilities, **AT&T TEXAS** shall first attempt to determine whether the Facilities are being used by CLEC or any other firm, are authorized by any License subject to this Appendix, or are otherwise lawfully present on **AT&T TEXAS'** Poles or in **AT&T TEXAS'** Conduit System.
- (b) **AT&T TEXAS** shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.
- (c) If the Facilities appear to be Facilities which are subject to a current License granted to CLEC under this Appendix, or if the Facilities are otherwise lawfully present on **AT&T TEXAS'** Poles or in **AT&T TEXAS'** Conduit System, **AT&T TEXAS** shall give written notice to CLEC requesting CLEC to tag or mark the Facilities within sixty (60) days and CLEC shall either tag the Facilities within the sixty (60) days period, advise **AT&T TEXAS** in writing of its schedule for tagging the Facilities, or notify **AT&T TEXAS** in writing that it disclaims ownership of or responsibility for the Facilities. If CLEC disclaims ownership of or responsibility for the Facilities, CLEC shall disclose to **AT&T TEXAS** the identity of the owner or other party thought by CLEC to be responsible for the facilities.
- (d) If any of CLEC's Facilities for which no License is presently in effect are found attached to **AT&T TEXAS'** Poles or within any part of **AT&T TEXAS'** Conduit System or Rights-of-Way, **AT&T TEXAS** shall send a written notice to CLEC advising CLEC that no License is presently in effect with respect to the Facilities. Within thirty (30) days of receiving such notice, CLEC shall acknowledge receipt of the notice and submit to **AT&T TEXAS**, in writing, an application for a new or amended License with respect to such Facilities. CLEC shall be liable to **AT&T TEXAS** for all fees and charges associated with the unauthorized attachments. Such fees and charges shall continue to accrue until the unauthorized attachments are removed from **AT&T TEXAS'** Poles, Conduits 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 CLEC and its

predecessors had continuously complied with all applicable **AT&T TEXAS** licensing requirements. In addition, CLEC shall be liable for an unauthorized attachment fee in the amount of five (5) times the annual attachment and Occupancy fees in effect on the date CLEC is notified by **AT&T TEXAS** of the unauthorized attachment or Occupancy. CLEC shall also rearrange or remove its unauthorized Facilities at **AT&T TEXAS'** request to comply with applicable placement standards and shall remove its Facilities from any space occupied by or assigned to **AT&T TEXAS** or another entity within thirty (30) days of receiving notice to do so. CLEC shall pay **AT&T TEXAS** for all Costs incurred by **AT&T TEXAS** in connection with any rearrangements, modifications or replacements necessitated as a result of the presence of CLEC's unauthorized Facilities. All fees and charges associated with the unauthorized attachments shall be due and payable thirty (30) days after the date of the bill or invoice stating such fees and charges. If CLEC does not obtain a new or amended License with respect to unauthorized Facilities within the specified period of time, **AT&T TEXAS** shall by written notice advise CLEC to remove its unauthorized Facilities within sixty (60) days from the date of notice and CLEC shall remove the Facilities within the time specified in the notice. If the Facilities have not been removed within the time specified in the notice, **AT&T TEXAS** may, at **AT&T TEXAS'** option, remove CLEC's Facilities at the CLEC's expense.

- 17.3 Updating of Plant Location Records. CLEC shall furnish **AT&T TEXAS**, upon request, with such information as may from time to time be necessary for **AT&T TEXAS** to correct and update **AT&T TEXAS'** Pole and Conduit maps and records, Cable plat maps, and other plant location records, if any, recording or logging assignments of Pole, Duct and Conduit space.

## 18. REMOVAL OF CLEC'S FACILITIES

- 18.1 Responsibility for Removing Facilities. CLEC shall be responsible for and shall bear all expenses arising out of in connection with the removal of its Facilities from **AT&T TEXAS'** Poles, Ducts, Conduits and Rights-of-Way. Such removals shall be performed in accordance with the provisions of this article.
- (a) CLEC shall give **AT&T TEXAS**, when practicable, at least thirty (30) days' advance notice in writing of its intent to remove Facilities from any part of **AT&T TEXAS'** Conduit System and the proposed method of removal. The notice shall include the locations of the Facilities to be removed, the name, telephone number of the manager responsible for the removal of the Facilities, and the estimated dates when the removal of the Facilities will begin and end.
  - (b) CLEC shall, if requested by **AT&T TEXAS** to do so, place a pull mandrel (slug) through all or any specified part of the Duct which was occupied by CLEC.
  - (c) Except as otherwise agreed upon in writing by the Parties, CLEC must, after removing its Facilities, plug all previously occupied Ducts at the entrances to **AT&T TEXAS'** Manholes (if **AT&T TEXAS** would itself plug the Ducts under the same circumstances) in accordance with the standards set by **AT&T TEXAS** for its operations, provided that such standards have been communicated in writing to CLEC at least ten (10) days in advance of the removal of CLEC's Facilities.

- (d) CLEC shall be solely responsible for the removal of its own Facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of CLEC's Facilities from **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way and (2) directing the activities of all such personnel while they are physically present on, within, or in the Vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way.
- (e) When CLEC no longer intends to occupy space on a Pole or in a Conduit CLEC will provide written notification to **AT&T TEXAS** that it wishes to terminate the License with respect to such space and will remove its Facilities from the space described in the notice. Upon removal of CLEC's Facilities, the License shall terminate and the space shall be available for reassignment.

- 18.2 Removal of Facilities Not in Active Use. At **AT&T TEXAS'** request, CLEC shall remove from **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way any of CLEC's Facilities which are no longer in active use; provided, however, that the CLEC shall not be required to remove such Facilities when due cause and justification exists for allowing them to remain in place. CLEC shall not be required to remove retired or inactive (dead) Cables that have been overlashed by other Facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such Facilities. CLEC shall not be required to remove Cables that would require excavation to remove unless the person or entity requesting removal of such Cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.2(c) of this Appendix. CLEC shall not abandon any of its Facilities by leaving them on **AT&T TEXAS'** Poles, in **AT&T TEXAS'** Ducts, Conduits, or Rights-of-Way, at any location where they may block or obstruct access to **AT&T TEXAS'** Poles or any part of **AT&T TEXAS'** Conduit System, or on any public or private property (other than property owned or controlled by CLEC) in the Vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way.
- 18.3 Removal Following Termination of License. CLEC shall remove its Facilities from **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way within sixty (60) days, or within such other period of time as shall be mutually agreeable to the Parties, after termination of the License authorizing the attachment of such Facilities to **AT&T TEXAS'** Poles or the placement of such Facilities in **AT&T TEXAS'** Ducts, Conduits, or Rights-of-Way.
- 18.4 Removal Following Replacement of Facilities. Except as provided in Section 18.2, CLEC shall remove Facilities no longer in service from **AT&T TEXAS'** Poles or Conduit System within sixty (60) days, or within such other period of time as shall be mutually agreeable to the Parties, after the date CLEC replaces existing Facilities on a Pole or in a Conduit with substitute Facilities on the same Pole or in the same Conduit; provided, however, that removal of Facilities from the Maintenance Duct shall be governed by Sections 12.4, 13.3, and 15.2 of this Appendix and not by this subsection.
- 18.5 Notice of Completion of Removal Activities. CLEC shall give written notice to **AT&T TEXAS** stating the date on which the removal of its Facilities from **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way has been completed. Charges shall continue to accrue with respect to such Facilities until CLEC's Facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.1(b) of this Appendix, CLEC has plugged all previously occupied Ducts at

the entrances to **AT&T TEXAS'** Manholes as required by Section 18.1(c) of this Appendix, and the notice required by this Section has been given.

18.6 Notice of **AT&T TEXAS'** Intent to Remove Facilities. If CLEC fails to remove its Facilities from **AT&T TEXAS'** Poles or Conduit System, in accordance with the provisions of Sections 18.1 and 18.5 of this Appendix, **AT&T TEXAS** may remove such Facilities sixty (60) days after giving CLEC written notice of its intent to do so. The notice shall state:

- (a) the date when **AT&T TEXAS** plans to commence removal of CLEC's Facilities, and that the CLEC may remove the Facilities at the CLEC's sole Cost and expense at any time before the date specified;
- (b) **AT&T TEXAS'** plans with respect to disposition of the Facilities removed; and
- (c) that the CLEC's failure to remove the Facilities or make alternative arrangements with **AT&T TEXAS** for removal and disposition of the Facilities shall constitute an abandonment of the Facilities and of any interest therein.

18.7 Removal of Facilities by **AT&T TEXAS.** If **AT&T TEXAS** removes any of CLEC's Facilities pursuant to this article, CLEC shall reimburse **AT&T TEXAS** for **AT&T TEXAS'** Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.

18.8 Reattachment or Subsequent Attachment Following Removal. After CLEC's Facilities have been properly removed pursuant to the provisions of this article, neither the removed Facilities nor replacement Facilities shall be attached to **AT&T TEXAS'** Poles or placed in **AT&T TEXAS'** Conduit System until CLEC has first submitted new Applications for the Facilities and complied with the provisions of this Appendix.

18.9 Termination of Licenses After Removal of Facilities. CLEC agrees to provide written notice to **AT&T TEXAS** when it ceases to use Facilities attached to **AT&T TEXAS'** Poles or placed in any part of **AT&T TEXAS'** Conduit System. Upon the giving of such notice and the removal of such Facilities, CLEC's License with respect to such Facilities and the space occupied by those Facilities shall terminate.

## 19. RATES, FEES, CHARGES, AND BILLING

19.1 Application Fee. **AT&T TEXAS** will charge CLEC an Application Fee for each Application requesting access to Poles, Conduits and Rights-of-Way, as set forth in the Attachment Pricing.

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19.3 Attachment and Occupancy Fees. **AT&T TEXAS'** fees for attachments to **AT&T TEXAS'** Poles and Occupancy of **AT&T TEXAS'** Ducts and Conduits are specified in the Pricing Sheets. For all attachments to **AT&T TEXAS'** Poles and Occupancy of **AT&T TEXAS'** Ducts and Conduits, CLEC agrees to pay **AT&T TEXAS'** charges as specified in the Pricing Sheets.

19.4 Billing for Attachment and Occupancy Fees. Attachment and Occupancy fees under this Appendix and Licenses issued hereunder shall be payable in advance. Fees for Pole Attachments shall be

based on the number of Pole Attachments for which Licenses have been issued as of the date of billing by **AT&T TEXAS**, shall be determined in accordance with the schedule of charges set forth the Pricing Sheets, and shall be payable in advance. Fees for Conduit Occupancy shall be based on the number of Duct feet subject to Occupancy by CLEC under Licenses issued as of the date of billing by **AT&T TEXAS**, shall be determined in accordance with the schedule of charges set forth in the Pricing Sheets, and shall be payable in advance. Pole Attachment and Conduit Occupancy space assigned to CLEC prior to the issuance of a License shall be billed in the same manner as if a License had been issued.

- (a) On or about November 1 of each year, **AT&T TEXAS** will notify CLEC by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for Attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.
- (b) Charges associated with newly licensed Pole Attachments and Conduit Occupancy shall be prorated on a daily basis and billed with the next bill.
- (c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of CLEC's Facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next bill.

19.5 Pre-license Survey Fees. With respect to Pre-license Surveys conducted by **AT&T TEXAS** pursuant to Section 9.5 of this Appendix, if a Pre-License Survey is to be conducted by **AT&T TEXAS**, **AT&T TEXAS** will provide CLEC the Costs to perform the Pre-License Survey.

19.6 Make-Ready Charges. CLEC agrees to pay make-ready charges, if any, as specified in this Section. **AT&T TEXAS** may recover from CLEC the Costs of Make-ready Work performed by **AT&T TEXAS** or Persons Acting on **AT&T TEXAS'** Behalf. **AT&T TEXAS** will require payment of the full amount in advance, subject to true up.

19.6.1 Charges for Work Performed by **AT&T TEXAS** Employees. Except as otherwise specifically required by applicable commission orders, **AT&T TEXAS'** charges to CLEC for worked performed by **AT&T TEXAS** employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over **AT&T TEXAS'** charges for work performed by **AT&T TEXAS** employees, including disputes between the Parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures within General Terms and Conditions. Notwithstanding the execution of this Appendix, CLEC shall have the right to challenge the methodology utilized by **AT&T TEXAS** to determine hourly rates for **AT&T TEXAS** employees at any time in any forum having jurisdiction over the subject matter.

19.7 Due Date for Payment. For all fees and charges other than make-ready charges, each bill or invoice submitted by **AT&T TEXAS** to CLEC for any fees or charges under this Appendix shall

state the date that payment is due, which date shall be not less than sixty (60) days after the date of the bill or invoice. CLEC agrees to pay each such bill or invoice on or before the stated due date.

## 20. PERFORMANCE AND PAYMENT BONDS

20.1 Bond May Be Required. **AT&T TEXAS** may require CLEC, Authorized Contractors, and other Persons Acting on CLEC'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 their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this Section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 22.2 of this Appendix.

- (a) If CLEC elects to perform Facilities modification, capacity expansion, or Make-ready Work under Section 6.8(c) or Sections 10.2-10.5 of this Appendix, **AT&T TEXAS** may require CLEC, Authorized Contractors, and other Persons Acting on CLEC's Behalf to execute bonds equivalent to those which would be required by **AT&T TEXAS** if the work had been performed by contractors, subcontractors, or other persons selected directly by **AT&T TEXAS**. No bonds shall be required of CLEC, Authorized Contractors, or other Persons Acting on CLEC's Behalf except in those situations where a bond would be required if the work were being performed on **AT&T TEXAS'** behalf.
- (b) No other bond shall be required of CLEC to secure obligations arising under this Appendix absence of due cause and justification.
- (c) If a bond or similar form of assurance is required of CLEC, an Authorized Contractor, or other Person Acting on CLEC's Behalf, CLEC shall promptly submit to **AT&T TEXAS**, upon request, 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 canceled, changed or materially altered without first providing **AT&T TEXAS** sixty (60) days written notice.
- (c) **AT&T TEXAS** may communicate directly with the issuer of any bond issued pursuant to this Section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

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## 22. INSURANCE

22.1 Insurance Required. CLEC shall comply with the insurance requirements specified in this Section.

- (a) Unless CLEC has provided proof of self-insurance as permitted in Section 22.2 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in the General Terms and Conditions. Each policy shall name **AT&T TEXAS** as an additional insured and shall include provisions requiring the insurer to give **AT&T TEXAS** notice of any lapse, cancellation, or termination



of the policy or any modification to the policy affecting **AT&T TEXAS'** rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

- (b) Exclusions from coverage or deductibles, other than those expressly permitted in the General Terms and Conditions, must be approved in writing by **AT&T TEXAS**.
- (c) Authorized Contractors and other contractors performing work on, within, or in the Vicinity of **AT&T TEXAS'** Poles, Ducts, Conduits, or Rights-of-Way on CLEC's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on **AT&T TEXAS'** behalf. CLEC shall be responsible for securing compliance by its contractors with this requirement and shall be liable to **AT&T TEXAS** for any damages resulting from its failure to do so.
- (d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and Authorized Contractors) meeting the self-insurance requirements set forth in Section 22.2 of this Appendix.

22.2 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this Section.

- (a) CLEC shall submit to **AT&T TEXAS** adequate proof (as determined by **AT&T TEXAS**) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide **AT&T TEXAS** with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after thirty (30) days written notice to **AT&T TEXAS**.
- (b) **AT&T TEXAS** will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. **AT&T TEXAS** will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is a least ten (10) times the minimum liability limits set forth in the General Terms and Conditions and **AT&T TEXAS** is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

22.3 Licensing Contingent on Proof of Insurance. All insurance required in accordance with the General Terms and Conditions, or self-insurance as permitted in Section 22.2, must be in effect before **AT&T TEXAS** will issue Pole Attachment or Conduit Occupancy Licenses under this Appendix and shall remain in force until all of CLEC's Facilities have been removed from **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way.

22.4 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of this Appendix and Licenses subject to policies of insurance required under this Appendix will be canceled or changed in any manner which will result in CLEC's failure to meet the requirements of

this Appendix, **AT&T TEXAS** may terminate this Appendix and all Licenses subject to this Appendix not less than sixty (60) days after giving CLEC written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless CLEC has obtained (or made arrangements satisfactory to **AT&T TEXAS** to obtain) the required coverage from another source. In the alternative, **AT&T TEXAS** may, in its sole discretion, elect to take such action as may be necessary to keep the policy in effect with the required coverages.

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## 24. TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

24.1 Termination of Appendix Due to Non-Use of Facilities. CLEC shall, by written notice to **AT&T TEXAS**, terminate this Appendix if CLEC ceases to do business in this State, or ceases to make active use of **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way in this State.

24.2 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. CLEC's access to **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way will not materially interfere with or impair service over any Facilities of **AT&T TEXAS** or any Joint User, cause material damage to **AT&T TEXAS'** plant or the plant of any Joint User, impair the privacy of communications carried over the Facilities of **AT&T TEXAS** or any Joint User, or create serious hazards to health or safety of any persons working on, within, or in the Vicinity of **AT&T TEXAS'** Poles, Ducts, Rights-of-Way or to the public. Upon reasonable notice and opportunity to cure, **AT&T TEXAS** may limit, terminate or refuse access if CLEC violates this provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to Poles, Ducts, Conduits, and Rights-of-Way located in the **AT&T TEXAS** Construction District in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent further violations, and shall be subject to review, at the CLEC's request, pursuant to the dispute resolution procedures set forth in this Appendix (or, if applicable, the Parties' Interconnection Agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the Parties or by order of the tribunal having jurisdiction over the Parties' dispute.

24.3 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either Party, the aggrieved Party may give written notice of such claimed breach as provided in this Section.

(a) The notice shall set forth in reasonable detail:

- (1) the conduct or circumstances complained of, together with the complaining Party's legal basis for asserting that a breach has occurred;
- (2) the action believed necessary to cure the alleged breach; and
- (3) any other matter the complaining Party desires to include in the notice.

- (b) Except as provided in Section 24.2 and subsection (c) of this Section, the complaining Party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching Party fails to cure the breach within thirty (30) days of such notice, if the breach is one which can be cured within thirty (30) days, or (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 thirty (30) days will be required to effect such cure; provided, however, that nothing contained in this Section shall preclude either Party from invoking the dispute resolution procedures set forth in Article 30 of this Appendix, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.
- (c) Nothing contained in this Section shall preclude either Party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other Party which threatens the complaining Party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

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27. **CONFIDENTIALITY OF INFORMATION**

- 27.1 Information Provided by CLEC to AT&T TEXAS. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to **AT&T TEXAS** in connection with this Appendix (including but not limited to information submitted in connection with CLEC's applications for the assignment of Pole Attachment and Occupancy space and for Pole Attachment and Conduit Occupancy Licenses) shall be deemed to be "Confidential" or "Proprietary" information of CLEC and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to CLEC's review of records regarding a particular market area, or relating to assignment of space to CLEC in a particular market area, and further includes knowledge or information about the timing of CLEC's request for or review of records or its inquiry about **AT&T TEXAS** Facilities. This article does not limit the use by **AT&T TEXAS** of aggregate information relating to the Occupancy and use of **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way by firms other than **AT&T TEXAS** (that is, information submitted by CLEC and aggregated by **AT&T TEXAS** in a manner that does not directly or indirectly identify CLEC).
- 27.2 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to **AT&T TEXAS** in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 27.3 to 27.6.
- 27.3 Permitted Uses of CLEC's Confidential or Proprietary Information. **AT&T TEXAS** and persons acting on **AT&T TEXAS'** behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's

Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to **AT&T TEXAS'** outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way and any **AT&T TEXAS** Facilities located on, within, or in the Vicinity of such Poles, Ducts, Conduits, and Rights-of-Way; (c) performing **AT&T TEXAS'** obligations under this Appendix and similar agreements with Third Parties; (d) performing **AT&T TEXAS'** general obligations to afford nondiscriminatory access to Telecommunications Carriers and cable television systems under the Pole Attachment Act; (e) determining which of **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way are (or may in the future be) available for **AT&T TEXAS'** own use, and making planning, engineering, construction, and budgeting decisions relating to **AT&T TEXAS'** Poles, Ducts, Conduits, and Rights-of-Way; (f) preparing Cost studies; (g) responding to regulatory requests for information; (h) maintaining **AT&T TEXAS'** financial accounting records; and (i) complying with other legal requirements relating to Poles, Ducts, Conduits, and Rights-of-Way.

- 27.4 Access by Third Parties. Information reflecting the assignment of Pole Attachment and Conduit Occupancy space to CLEC may be made available to personnel of Third Parties seeking access to **AT&T TEXAS'** records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.3 of this Appendix.
- 27.5 Defense of Claims. In the event of a dispute between **AT&T TEXAS** and any person or entity, including CLEC, concerning **AT&T TEXAS'** performance of this Appendix, satisfaction of obligations under similar agreements with Third Parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, **AT&T TEXAS** may utilize Confidential or Proprietary information submitted by CLEC in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that **AT&T TEXAS** shall not disclose CLEC's Proprietary or Confidential Information without first, at **AT&T TEXAS'** option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.
- 27.6 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding **AT&T TEXAS** from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that **AT&T TEXAS** shall not disclose CLEC's proprietary or confidential information without first, at **AT&T TEXAS'** option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CLEC's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

27.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.

## 28. RESERVATION OF RIGHTS/INTERVENING LAW

28.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement is legitimately related to this Appendix and shall apply to all the rates, terms and conditions set forth in this Appendix.

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

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a  
**AT&T TEXAS**  
BY AT&T Services, INC., ITS AUTHORIZED AGENT

By: \_\_\_\_\_  
Signature of **AT&T TEXAS**' Authorized Officer/Employee:  
  
\_\_\_\_\_  
Name of **AT&T TEXAS**' Authorized Officer/Employee (Printed or Typed)  
  
\_\_\_\_\_  
Position/Title of **AT&T TEXAS**' Authorized Officer/Employee  
  
\_\_\_\_\_  
Date

CLEC

By: \_\_\_\_\_  
Signature of CLEC's Authorized Officer/Employee  
  
\_\_\_\_\_  
Name of CLEC's Authorized Officer/Employee (Printed or Typed)  
  
\_\_\_\_\_  
Title of CLEC's Authorized Officer/Employee  
  
\_\_\_\_\_  
Date

## ATTACHMENT 14: LOCATION ROUTING NUMBER – PERMANENT NUMBER PORTABILITY

### 1. PROVISION OF LOCAL NUMBER PORTABILITY

- 1.1 **AT&T TEXAS** and CLEC shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act.

### 2. LOCATION ROUTING NUMBER - PERMANENT NUMBER PORTABILITY (LRN-PNP)

- 2.1 **AT&T TEXAS** and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, NANC (North American Numbering Council) guidelines, and other Industry guidelines as provided for in Section 2.2 of this Attachment.

#### 2.2 Requirements for LRN-PNP

- 2.2.1 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.

- 2.2.2 LRN-PNP employs an "N-1" Query Methodology.

2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an LNP database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

2.2.2.2 For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an LNP database query and pass the call to the appropriate terminating carrier.

- 2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP at the request of a carrier the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP at the request of a carrier, **AT&T TEXAS** may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that **AT&T TEXAS'** queries shall not adversely affect the quality of service to CLEC's customers or End Users as compared to the service **AT&T TEXAS** provides its own customers and End Users, and that queries to NXXs where the first number has not been ported are not charged to the "N-1" Carrier.

- 2.2.4 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.
- 2.2.5 If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party 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.
- 2.2.6 The Party not performing its N-1 responsibilities shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf, based upon rates filed and approved in FCC #73, Section 34, when one or more telephone numbers have been ported in the called telephone number's NXX.
- 2.2.7 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six (6) digits of the originating LRN in the Initial Address Message.

### 2.3 SMS Administration

- 2.3.1 **AT&T TEXAS** and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section 2.1 of this Attachment including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

### 2.4 Ordering

- 2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
- 2.4.2 Both Parties agree to provide, a Firm Order Confirmation (FOC) within industry defined time frames when an LSR is sent to one Party by the other Party.
- 2.4.3 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

## 3. REQUIREMENTS FOR PNP

### 3.1 LNP Process

- 3.1.1 **AT&T TEXAS** and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. The Parties will remove a ported number from the End Office from which the number is being ported as close to the requested time as reasonably practicable, except under the conditions listed in Section 3.1.4 below and Section 3.1.5 below, respectively.



- 3.1.2 **AT&T TEXAS** and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. **AT&T TEXAS** and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within fifteen (15) minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 3.1.3 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 3.1.4 For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
- 3.1.5 Orders worked on a coordinated basis will be coordinated by the Parties until the numbers are disconnected in the old switch.
- 3.1.6 The Party from whom a number is porting will set the 10-digit trigger, at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the Unconditional Ten-Digit Trigger is removed.
- 3.1.6.1 The Parties agree to provide Unconditional Ten-Digit Trigger wherever technically feasible.
- 3.1.7 Provisioning of CHC and FDT Orders:
- 3.1.7.1 **AT&T TEXAS** offers an optional Coordinated Hot Cut (CHC) service, as set forth in this Attachment and Attachment 27A, Additional Operational Support, Section 2.2, that permits CLEC to request **AT&T TEXAS** to hold translations in the donor switch until CLEC gives verbal instruction to implement the porting. When CLEC orders CHC service, **AT&T TEXAS** shall charge and CLEC agrees to pay for service at the "additional time and material" rates set forth in Pricing Sheets.
- 3.1.7.2 **AT&T TEXAS** agrees that CLEC may use **AT&T TEXAS** Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on unbundled 2-wire Loops with LNP.
- 3.1.7.3 CLEC shall order these services from **AT&T TEXAS** by delivering to **AT&T TEXAS** a valid Local Service Request (LSR), and **AT&T TEXAS** shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.
- 3.1.7.4 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If **AT&T TEXAS** cannot comply with the request, in its FOC, **AT&T TEXAS** will designate a due date that **AT&T TEXAS** commits to meet.

- 3.1.7.5 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than forty-eight (48) hours before the desired cut time.
- 3.1.7.6 **AT&T TEXAS** shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between **AT&T TEXAS** main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by **AT&T TEXAS** no later than twenty-four (24) hours prior to the cut. If **AT&T TEXAS** finds problems during pre-testing, **AT&T TEXAS** shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.
- 3.1.7.7 For CHC orders, CLEC shall call **AT&T TEXAS** to initiate the cut not sooner than ten (10) minutes prior to the scheduled cut time or thirty (30) minutes after the scheduled cut time. If CLEC does not call within these timeframes, CLEC will be required to submit a supplemental LSR in a timely manner.
- 3.1.7.8 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in the performance measurements incorporated by reference into Attachment 17 of this Agreement.

### 3.2 Obligations of Parties

- 3.2.1 When purchasing the SPNP Database Query, CLEC will access **AT&T TEXAS** facilities via an SS7 link: **AT&T TEXAS** - Section 34 of FCC No. 73 Access Service Tariff, to the **AT&T TEXAS** STP.
- 3.2.2 When CLEC requests that an NXX in an LRN capable **AT&T TEXAS** switch become portable, The Parties shall follow the industry standard LERG procedure.
- 3.2.3 The Parties shall be certified by the Regional NPAC prior to scheduling Inter-company testing of PNP.
- 3.2.4 The Parties shall adhere to **AT&T TEXAS** Local Service Request (LSR) format and PNP due date intervals.

### 3.3 Intentionally Left Blank.

### 3.4 Limitations of Service

- 3.4.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g., 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time) under this Agreement. The term "Official Communications Service (OCS)" means the internal telephone numbers used by **AT&T TEXAS** or CLEC.

3.4.2 Telephone numbers can be ported only within **AT&T TEXAS** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

3.4.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN.

### 3.5 Mass Calling

3.5.1 Using a non-LRN process, AT&T will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers.

### 3.6 Operator Services, LIDB/LVAS and Directory Assistance

3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, **AT&T TEXAS** shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor – Lucent Technologies, Inc.]

### 3.7 Porting of DID Block Numbers

3.7.1 **AT&T TEXAS** and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

3.7.2 **AT&T TEXAS** and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

## 4. Pricing

### 4.1 Intentionally Left Blank

4.2 With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP.

## 5. Reservation of Rights/Intervening Law

5.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

## ATTACHMENT 15: E911

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

This Attachment 15: E911 sets forth the terms and conditions under which AT&T TEXAS will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

#### 1. DEFINITIONS

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 **E911 Universal Emergency Number Service or E911 Service** (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 Customer may receive and answer telephone calls placed by dialing 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).
- 1.2 **E911 Customer** - A municipality or other state or local governmental 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 the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.3 **Public Safety Answering Point (PSAP)** - 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 respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 **Automatic Number Identification (ANI)** - The telephone number associated with the access line from which a call to 911 originates.
- 1.5 **Automatic Location Identification (ALI)** - 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.
- 1.6 **Selective Routing (SR)** - means the routing and "E911 Selective Router" (E911 SR) means the 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.
- 1.7 **Database Management System (DBMS)** - A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or Automatic Location Identification (ALI) E911 systems.
- 1.8 **ALI Database** - A database which stores information associated with End User Customers' telephone numbers.

- 1.9 **"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.
- 1.10 **"Company Identifier" or "Company ID"** means a three (3) to five (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.
- 1.11 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 1.12 **"Emergency Service Number" or "ESN"** means a three (3) to five (5) 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 Emergency Services agency (ies).
- 1.13 **"National Emergency Number Association" or "NENA"** 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. AT&T TEXAS RESPONSIBILITIES

- 2.1 **AT&T TEXAS** shall provide and maintain equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when **AT&T TEXAS** is the 911 Service Provider **AT&T TEXAS** shall provide 911 Service to CLEC as described in this Section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and **AT&T TEXAS** is the 911 Service Provider. This shall include the following:
- 2.1.1 CLEC shall order and **AT&T TEXAS** shall provide 911 Trunks in accordance with industry standards, and **AT&T TEXAS** shall provide such trunks within a minimum of twenty (20) business days upon receipt of a clean and accurate ASR from CLEC. Pursuant to these guidelines an expedite request on 911 Trunks will not be granted to CLEC.
- 2.2 Call Routing
- 2.2.1 **AT&T TEXAS** 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.
- 2.2.2 **AT&T TEXAS** 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, **AT&T TEXAS** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by CLEC, but no ANI record is found in the E911 DBMS, **AT&T TEXAS** will report this "No Record Found" condition to CLEC in accordance with NENA standards.
- 2.3 Facilities and Trunking
- 2.3.1 Intentionally Left Blank

- 2.3.2 **AT&T TEXAS** shall provide and maintain sufficient dedicated E911 Trunks from **AT&T TEXAS'** Selective Router ("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.
- 2.3.3 **AT&T TEXAS** will provide Facilities to interconnect CLEC to the **AT&T TEXAS** E911 SR as specified in the Interconnection Trunking Requirements (ITR) and Network Interconnection Methods (NIM) Appendices of this agreement. CLEC has the option to secure interconnection Facilities from another provider or provide such interconnection using their own Facilities. If diverse Facilities are requested by CLEC, **AT&T TEXAS** will provide such diversity where technically feasible, at standard applicable tariff rates.
- 2.3.4 Intentionally Left Blank
- 2.3.5 **AT&T TEXAS** and CLEC will cooperate to promptly test all Trunks and Facilities between CLEC's network and the **AT&T TEXAS** SR(s).

## 2.4 Database

- 2.4.1 Where **AT&T TEXAS** manages the E911 DMBS, **AT&T TEXAS** shall provide CLEC access to the ALI Database to store CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 2.4.2 **AT&T TEXAS** manages the E911 DMBS shall coordinate access to the **AT&T TEXAS** E911 DBMS for the initial loading and updating of CLEC End User 911 Records.
- 2.4.3 Where **AT&T TEXAS** manages the E911 DMBS **AT&T TEXAS'** E911 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. CLEC RESPONSIBILITIES

### 3.1 Call Routing (for CLEC's Own Switches)

- 3.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the **AT&T TEXAS** SR office of the E911 system, where **AT&T TEXAS** is the 911 Service Provider.
- 3.1.2 CLEC will forward the ANI information of the party calling 911 to the **AT&T-21STATE** E911 SR.

### 3.2 Facilities and Trunking (for CLEC's Own Switches)

- 3.2.1 CLEC shall be financially responsible for the transport Facilities and shall provide interconnection with each **AT&T TEXAS** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 3.2.2 CLEC may place its 911 traffic on Facilities that CLEC has leased from an underlying carrier.

- 3.2.3 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.
- 3.2.4 CLEC shall provide a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Services calls from the POI to each **AT&T TEXAS** 911 SR, 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 Multi-Frequency (MF) trunking.
- 3.2.5 CLEC shall maintain transport capacity sufficient to route traffic over Trunks dedicated to 911 Interconnection between the CLEC switch and the **AT&T TEXAS** SR.
- 3.2.6 CLEC shall provide sufficient trunking and Facilities to route CLEC's originating 911 calls to the designated **AT&T TEXAS** 911 SR.
- 3.2.7 A diverse (i.e. separate) 911 Trunk is recommended and may be required by the E911 Customer or State PUC. If required by the E911 Customer or State PUC, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.
- 3.2.8 CLEC is responsible for determining the proper quantity of Trunks and Facilities from its switch(es) to the **AT&T TEXAS** 911 SR.
- 3.2.9 CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor), or at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 3.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with **AT&T TEXAS**.
- 3.2.11 CLEC will cooperate with **AT&T TEXAS** to promptly test all 911 Trunks and Facilities between CLEC's network and the **AT&T TEXAS** 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. CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T E911 SR(s). CLEC is responsible for advising **AT&T TEXAS** of the 911 Trunk identification and the fact that the trunks are dedicated to 911 traffic when notifying **AT&T TEXAS** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T TEXAS** will refer network trouble to CLEC if no defect is found in **AT&T TEXAS'** 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 3.2.12 CLEC is responsible for ordering a separate E911 Trunk group from **AT&T TEXAS** for each county, default PSAP or other geographic area that the CLEC serves if the E911

Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate Trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this Trunk group. Where the Parties utilize SS7 signaling and the E911 network has the technology available, only one (1) 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 per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.

- 3.2.13 CLEC will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.
- 3.2.14 Where required, CLEC will comply with Commission directives regarding 911 Facility and/or 911 Trunking requirements.

### 3.3 Database

- 3.3.1 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 **AT&T TEXAS** for inclusion in **AT&T TEXAS'** DBMS on a timely basis.
- 3.3.2 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.
- 3.3.3 CLEC shall adopt use of a Company/NENA 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.
- 3.3.4 CLEC is responsible for providing **AT&T TEXAS** 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 **AT&T TEXAS** 911 DBMS.
- 3.3.5 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

### 3.3 911 Surcharge Remittance to PSAP:

- 3.3.1 For CLEC's own switch(es), the Parties agree that:
  - 3.3.1.1 AT&T is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and
  - 3.3.1.2 AT&T is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).



3.3.1.3 CLEC shall be responsible for collecting from its retail End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

3.3.2 For Resellers, AT&T shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority. The Parties agree that:

3.3.2.1 AT&T shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

#### 4. INTENTIONALLY LEFT BLANK

#### 5. RESPONSIBILITIES OF BOTH PARTIES

5.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated **AT&T TEXAS** 911 Selective Router(s).

#### 6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Attachment, 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 **AT&T TEXAS'** Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

#### 7. CONTINGENCY

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to E911 Service and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.

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 **AT&T TEXAS** and CLEC.

7.2.1 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 **AT&T TEXAS** not later than forty-five (45) Business Days prior to the passing of live traffic. **AT&T TEXAS** shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) Business Days prior to the passing of live traffic.

7.2.2 CLEC must obtain documentation of approval of the completed Addendum 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 **AT&T TEXAS** prior to use of CLEC's E911 connection for actual emergency calls.

7.2.3 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Addendum when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of trunks. CLEC must obtain approval of each additional Addendum I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Addendum I in accordance with Section 7.2.

## 8. BASIS OF COMPENSATION

- 8.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Sheets or applicable **AT&T TEXAS** Commission-approved tariff.
- 8.2 The charges for 911 transport and port termination charges shall be consistent with Texas Public Utility Commission Rules, including 26.435, for each Selective Router to which CLEC connects.
- 8.3 Charges will begin on the date connection to E911 service commences.

## 9. MONTHLY BILLING

- 9.1 **AT&T TEXAS** will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 8. above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

## 10. INDEMNIFICATION LIABILITY

- 10.1 The matters addressed in this Attachment are subject to the limitation of liability and indemnification provisions set forth in the General Terms and Conditions of this Agreement. **AT&T TEXAS** liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Attachment. **AT&T TEXAS** 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 **AT&T TEXAS** 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.

**Addendum I to Attachment 15:**

**LSP SERVING AREA DESCRIPTION AND E911 INTERCONNECTION DETAILS**

LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) included
E911 Coordinator			CLLI Code	Estimated # of EAAs
	LSP Telco ID			
			"Connect Signal" Digits <sup>(4)</sup>	
911 Database Manager	LSP Service Area Definition		1-1	
			ETST Code	# 911 Trunks Requested
Switch Site Contact			"Default" PSAP	Requested Service Date

**AT&T TEXAS E911 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E911 CONTROL OFFICE**

E911 CONTROL OFFICE: CLLI Code:	EXCHANGES FOR MSAG PULL <sup>(1)</sup>	PSAPs INCLUDED	E911 CUSTOMER and AGENCY TYPE <small>(see legend below)</small>
E911 Features Required:			
# of 911 Trunks from LSP:			
MSAG Update Interval:	Monthly		

- FOOTNOTES: (1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.
- (2) n/a
- (3) Only areas within the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.
- (4) Refer to network interface specifications in Exhibit III.

**"TYPE OF AGENCY" LEGEND:**

- HRC = Home Rule City
- ECD = Emergency Communications District
- COG = Council of Governments or Regional Planning Commission
- GLC = General Law City
- Cnty = County with special provisions

Date Prepared

## ATTACHMENT 16: NETWORK SECURITY

### 1. NETWORK SECURITY

#### 1.1 Protection of Service and Property

- 1.1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this Article, **AT&T TEXAS** agrees to take the following reasonable and prudent steps, including but not limited to:
- 1.1.2 **AT&T TEXAS** will provide access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment, only to CLEC employees and its agents based on CLEC providing a list of authorized personnel. CLEC employees and authorized agents must display identification required by **AT&T TEXAS**.
- 1.1.3 **AT&T TEXAS** will follow mutually agreed upon notification procedures in the event it becomes necessary for an **AT&T TEXAS** employee to enter into the exclusive CLEC collocated space except in an emergency situation in which **AT&T TEXAS** will immediately have the ability to enter into CLEC's collocated space notifying CLEC as soon as possible.
- 1.1.4 Each Party will comply at all times with the other Party's, i.e., the Landlord's, security and safety procedures and requirements, including but not limited to sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.
- 1.1.5 Allowing CLEC, where CLEC is Physically collocated, to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as **AT&T TEXAS** has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.
- 1.1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.
- 1.1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as **AT&T TEXAS** provides to itself.
- 1.1.8 Limiting the keys used in SBC's keying systems for cages which contain or house CLEC equipment or equipment enclosures to SBC's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. **AT&T TEXAS** will change locks at CLEC's request; the expense will be born by CLEC. The expense will be borne by **AT&T TEXAS** where a security breach has occurred and in

that circumstance **AT&T TEXAS** failed to meet the obligations of subsection 1.1.7 of this Attachment.

- 1.1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain CLEC equipment, provided CLEC has requested the installation of such security studs and has agreed to pay the full expense for such installation.
- 1.1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures
- 1.1.11 Providing notification to designated CLEC personnel to report any actual or attempted security breach involving CLEC's equipment or equipment enclosures as soon as reasonably practicable after SBC has become aware of such actual or attempted security breach.
- 1.1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency
- 1.1.13 In the event that Attachment 13 Appendix Collocation addresses any matter also covered by this Article, the provisions of Appendix Collocation prevail.

## 2.0 RESERVATION OF RIGHTS/INTERVENING LAW

- 2.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

## ATTACHMENT 17: PERFORMANCE MEASUREMENTS

### 1. GENERAL PROVISIONS

- 1.1 The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T 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 Commission decisions/regulations and within this Agreement.
- 1.2 AT&T's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that CLEC may not use the existence of such Plans as evidence that AT&T has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.3 Nothing herein shall be interpreted to be a waiver of AT&T's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

### 2. Requirements:

- 2.1 The Performance Measurements Plans most recently approved, adopted or ordered by the respective Commission in the state 271 successor Agreement (X2A) proceedings are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents), to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission order.

# ATTACHMENT 18 – CUSTOMER INFORMATION SERVICES

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1. Introduction .....	3
2. Definitions.....	4
3. Operator Services (OS) / Directory Services (DA) .....	4
4. Inward Assistance Operator Services (INW).....	8
5. Directory Assistance Listings (DAL) .....	9
6. White Pages .....	11
7. General Conditions: .....	13



## 1. INTRODUCTION

- 1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.
- 1.2 OS/DA:
  - 1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in **AT&T TEXAS'** local Exchange territory, regardless of whether CLEC is serving its End Users via:
    - 1.2.1.1 CLEC's own physical Switches,
    - 1.2.1.2 Resale of **AT&T TEXAS** Retail OS/DA service, or
    - 1.2.1.3 Leased Local Circuit Switching from **AT&T TEXAS**.
  - 1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and **AT&T TEXAS** shall be the wholesale provider of OS/DA operations to CLEC. **AT&T TEXAS** shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
    - 1.2.2.1 When the End User dials 0- or 0+ the telephone number, **AT&T TEXAS** shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.
    - 1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where technically feasible and available, **AT&T TEXAS** operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, **AT&T TEXAS'** OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).
  - 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.
    - 1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.
    - 1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.
- 1.3 INW:
  - 1.3.1 This Attachment also sets forth terms and conditions for INW for Facilities-Based CLECs.
  - 1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the **AT&T TEXAS** INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.
- 1.4 DAL:
  - 1.4.1 This Attachment sets forth terms and conditions under which CLEC agrees to purchase DAL information from **AT&T TEXAS**.

- 1.5 White Pages:
- 1.5.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by **AT&T TEXAS**.

## 2. DEFINITIONS

- 2.1 “Busy Line Verification (BLV)” means a service in which an End User asks an operator to verify a conversation in progress.
- 2.2 “Busy Line Verification/Interrupt (BLV/I)” means a service in which an End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.
- 2.3 “Consolidated Reference Rater (CRR)” provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.4 “Facilities-Based CLEC” means a CLEC that provides service through its own switch, a Third Party provider’s switch or via local circuit switching leased from **AT&T TEXAS** via a stand-alone agreement.
- 2.5 “General Assistance” means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a ‘no ring’ condition has been encountered.
- 2.6 “Services” means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.
- 2.7 “Toll Center Code” means the 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 INW.

## 3. OPERATOR SERVICES (OS) / DIRECTORY SERVICES (DA)

- 3.1 Dialing Parity:
- 3.1.1 **AT&T TEXAS** will provide OS/DA to CLEC’s End Users with no unreasonable dialing delays and at dialing parity with **AT&T TEXAS** retail OS/DA services.
- 3.2 Response Parity:
- 3.2.1 Where technically feasible and/or available, CLEC’s End Users shall be answered by **AT&T TEXAS**’ OS and DA platforms with the same priority and using the same methods as for **AT&T TEXAS**’ End Users.
- 3.2.2 Any technical difficulties in reaching the **AT&T TEXAS** OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with **AT&T TEXAS** End Users served via that same **AT&T TEXAS** End Office Switch.
- 3.3 Requirements to Physically Interconnect:
- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with **AT&T TEXAS**’ OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at

- a minimum must be in the Local Access and Transport Area (LATA) within which the CLEC's OS/DA traffic originates.
- 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC's switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the **AT&T TEXAS'** OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an **AT&T TEXAS** local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the **AT&T TEXAS'** OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the **AT&T TEXAS'** switch (es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from **AT&T TEXAS'** intrastate Special Access Tariff.
- 3.3.5 General OS/DA Trunking Requirements:
- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate **AT&T TEXAS** OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, **AT&T TEXAS** will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the **AT&T TEXAS** End Offices to the **AT&T TEXAS** OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each **AT&T TEXAS** OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements:
- 3.3.6.1 OS Trunks:
- 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the **AT&T TEXAS** OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
- 3.3.6.2 DA/ DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the **AT&T TEXAS** DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In **AT&T TEXAS**, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 Intentionally Left Blank

3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for **AT&T TEXAS** to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from **AT&T TEXAS'** OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 OS Rate Structure:

3.4.1.1 **AT&T TEXAS** will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where technically feasible and/or available). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 OS Call Processing:

3.4.2.1 **AT&T TEXAS** will provide OS to CLEC End Users where technically feasible and/or available to **AT&T TEXAS** End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call. **AT&T TEXAS** will provide the following OS services to CLEC End User:

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls (e.g., handling emergency calls, handling credits, etc.).

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS operator to bill the call to a different number than the calling or called number.

3.4.2.1.5 Person-To-Person - The End User dialing 0- or 0+, asks the OS 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.

3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator to verify a conversation in progress.

3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

### 3.5 DA Offerings:

#### 3.5.1 DA Rate Structure:

3.5.1.1 **AT&T TEXAS** DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

#### 3.5.2 DA Call Processing:

3.5.2.1 **AT&T TEXAS** will provide DA Services to CLEC End Users where technically feasible and available to **AT&T TEXAS** End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. **AT&T TEXAS** will provide the following DA services to a CLEC End User.

3.5.2.1.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.1.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.1.5 Business Category Search (BCS) - A service callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

### 3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to **AT&T TEXAS** in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 **AT&T TEXAS** will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having **AT&T TEXAS** load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the

switch, to then be routed to OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.

3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold **AT&T TEXAS** harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.3 **AT&T TEXAS** will be responsible for loading the CLEC provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to **AT&T TEXAS** End Users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.5 Where CRR is technically feasible and/or available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS operator.

3.6.6 Where CRR is available, **AT&T TEXAS** will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:

3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in **AT&T TEXAS** OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in **AT&T TEXAS** OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

#### 4. Inward Assistance Operator Services (INW)

4.1 Responsibilities of the Parties:

4.1.1 To the extent that CLEC elects to interconnect with **AT&T TEXAS'** operator assistance switches, the CLEC's responsibilities are described below.

- 4.1.2 CLEC shall be financially responsible for the transport facilities to the **AT&T TEXAS'** switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from **AT&T TEXAS'** intrastate Special Access Tariff.
- 4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the **AT&T TEXAS** operator assistance switch utilizing MF signaling.
- 4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by **AT&T TEXAS**. CLEC or its designated OS providers shall submit an ASR to **AT&T TEXAS** to establish any new interconnection trunking arrangements.
  - 4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.
- 4.3 Specifics of INW Offering and Pricing:
  - 4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the **AT&T TEXAS** operator assistance switches. These codes are specific to the various **AT&T TEXAS** LATAs where **AT&T TEXAS** operator assistance switches are located.
  - 4.3.2 **AT&T TEXAS** OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the **AT&T TEXAS** operator to the CLEC operator on an inward basis.
  - 4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.
  - 4.3.4 **AT&T TEXAS** pricing for INW shall be based on the rates specified in the Pricing Sheet.
- 4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay **AT&T TEXAS**, within thirty (30) calendar days of the issuance of any bills by **AT&T TEXAS**, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by **AT&T TEXAS** pursuant to this Attachment prior to its termination.
- 4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

## 5. Directory Assistance Listings (DAL)

- 5.1 Responsibilities of the Parties:
  - 5.1.1 Where technically feasible and available, **AT&T TEXAS** will provide DAL information referred to as Directory Assistance Listing (DAL).
  - 5.1.2 **AT&T TEXAS** owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.
  - 5.1.3 **AT&T TEXAS** uses the DAL information in its database to provide directory assistance (DA) service to End Users who call **AT&T TEXAS'** DA to obtain such information.
  - 5.1.4 Inasmuch as **AT&T TEXAS** provides DA service under contract for ILECs and CLECs, **AT&T TEXAS's** database also contains DAL information of other ILEC and CLEC telephone service subscribers.
  - 5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in **AT&T TEXAS'** DA database.

- 5.1.6 **AT&T TEXAS** agrees to license requested DAL information contained in its database, under the following terms and conditions:
- 5.1.6.1 **AT&T TEXAS** shall provide DAL information in a mutually acceptable format.
- 5.1.6.2 **AT&T TEXAS** shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **AT&T TEXAS** will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.
- 5.2 Product Specific Service Delivery Provisions:
- 5.2.1 Use of DAL Information:
- 5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.
- 5.2.1.2 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 when available. The information provided for non-published telephone service subscribers can only be used for two (2) 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 telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC’s database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.
- 5.3 Other:
- 5.3.1 Pricing:
- 5.3.1.1 The prices at which **AT&T TEXAS** agrees to provide CLEC with DAL are provided for in the Pricing Sheet.
- 5.3.2 Breach of Contract:
- 5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party’s DAL 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 the DAL provisions of this Attachment, it shall immediately cease use of **AT&T TEXAS**’ DAL information.
- 5.3.3 Term of DAL Service:
- 5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days’ written Notice to the other Party.
- 5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay **AT&T TEXAS**, within thirty (30) calendar days of the issuance of any bills by **AT&T TEXAS**, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first



twelve (12) months of the contract term, plus costs incurred by **AT&T TEXAS** associated with the provision of the DAL database.

5.3.4 Ordering:

5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by **AT&T TEXAS**.

**6. White Pages**

6.1 General Provisions:

6.1.1 **AT&T TEXAS** will make available to CLEC, for CLEC End Users, non-discriminatory access to white pages directory listings, as described herein.

6.1.2 **AT&T TEXAS** will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in **AT&T TEXAS'** ILEC Territory in the appropriate white pages directories.

6.2 Responsibilities of the Parties:

6.2.1 Subject to **AT&T TEXAS'** practices, as well as the rules and regulations applicable to the provision of white pages directories, **AT&T TEXAS** will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and **AT&T TEXAS** practices are subject to change from time to time. When CLEC provides its subscriber listing information to **AT&T TEXAS** listings database, CLEC will receive for its End User, one primary listing in **AT&T TEXAS** white pages directory and a listing in **AT&T TEXAS'** DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

6.2.1.1 If such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in **AT&T TEXAS'** tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

6.2.1.2 Listing Information Confidentiality:

6.2.1.2.1 **AT&T TEXAS** will afford CLEC's directory listing information the same level of confidentiality that **AT&T TEXAS** affords its own directory listing information.

6.2.1.3 Unlisted/Non-Published End Users:

6.2.1.3.1 CLEC will provide to **AT&T TEXAS** the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet.

6.2.1.4 Additional, Designer and Other Listings:

6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the white pages directory, **AT&T TEXAS** will offer such listings at rates as set forth in **AT&T TEXAS'** tariffs and/or service guidebooks.

- 6.2.2 CLEC shall furnish to **AT&T TEXAS** subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as **AT&T TEXAS** may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to **AT&T TEXAS** via a mechanical or manual feed of the directory listing information to **AT&T TEXAS'** Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among **AT&T TEXAS'** subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 6.2.4 Distribution of Directories:
- 6.2.4.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of the appropriate **AT&T TEXAS** white pages directory in the same manner, format and at the same time that they are delivered to **AT&T TEXAS'** subscribers during the annual delivery of newly published directories.
- 6.2.4.2 **AT&T TEXAS** has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.
- 6.2.4.3 CLEC subscribers may receive for additional directories in the same manner and format as they are made available to **AT&T TEXAS'** subscribers.
- 6.2.5 **AT&T TEXAS** shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.
- 6.2.6 Use of Subscriber Listing Information:
- 6.2.6.1 **AT&T TEXAS** agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as **AT&T TEXAS'** subscriber listing information. In exchange for **AT&T TEXAS** serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes **AT&T TEXAS** to include and use the CLEC subscriber listing information provided to **AT&T TEXAS** DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **AT&T TEXAS'** use of CLEC's subscriber listing information in **AT&T TEXAS'** DA, DA related products and services, and directory publishing products and services.
- 6.2.6.2 **AT&T TEXAS** further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for **AT&T TEXAS'** receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with **AT&T TEXAS'** subscriber list information and the subscriber list information of other

companies that have authorized a similar release of their subscriber list information by **AT&T TEXAS**.

- 6.2.7 CLEC further agrees to pay all costs incurred by **AT&T TEXAS** and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 6.2.8 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 6.2.9 Breach of Contract:
  - 6.2.9.1 If either Party is found to have materially breached the white pages directory terms of this Attachment, the non-breaching Party may terminate the white pages directory terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by **AT&T TEXAS** and/or its Affiliates and vendor as a result of such CLEC breach.

## 7. General Conditions:

- 7.1 Notwithstanding the foregoing, **AT&T TEXAS** reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) days' written notice.

## ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

### 1. NUMBERING

- 1.1 Nothing in this Section will 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) numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (most current version specified on Telcordia's website) or thousand-blocks (NXX-X) pursuant to the Thousands-Blocking Pooling Administration Guidelines (most current version specified on Telcordia's website), 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 assigned to it.
- 1.2 Each Party agrees to make available to the other, via the Telcordia® LERG™ Routing Guide (LERG), up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 It will be the responsibility of each Party 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 will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Telcordia Business Integrated Routing and Rating Database System (BIRRDs) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.5 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

### 2. NXX CODES

- 2.1 The Parties shall comply with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). Such compliance with such Numbering Guidelines and FCC Second Report & Order will enable CLEC and **AT&T TEXAS** 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. If the laws and regulations governing NXX code assignment change, then the Agreement shall be amended to reflect such change.
  - 2.1.1 Parties shall assign telephone numbers only to those End Users that are physically in the Rate Center to which the NXX is assigned, subject to exceptions as noted in the numbering resource guidelines.

### 3. NXX MIGRATION

- 3.1 NXX Migration as defined in the Central Office Code Assignment Guidelines will be provided upon request. Party shall not charge each other as a means for the other to recover costs associated with NXX Migration.

- 3.2 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 End User 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) calendar days) for movements of NXXs from one switch to another.

#### 4. RESERVATION OF RIGHTS/INTERVENING LAW

- 4.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

**ATTACHMENT 24: RECORDING  
(RECORDING, MESSAGE PROCESSING AND  
PROVISION OF INTEREXCHANGE CARRIER TRANSPORTED  
MESSAGE DETAIL ATTACHMENT)**

**1. INTRODUCTION**

- 1.1 This Attachment sets forth the terms and conditions under which **AT&T TEXAS** will provide Recording, Message Processing and message detail services to Facilities Based Providers.

**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 **AT&T TEXAS** and the Billing Company.
- 2.6 "Data Transmission" - the forwarding by **AT&T TEXAS** of IXC transported toll message detail and/or AUR detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 "Exchange Message Interface (EMI)" (formerly Exchange Message Record "EMR") - Industry standard message format as described in accordance with the iconectiv Practice BR010-200-010, CRIS Exchange Message Record and the Alliance for Telecommunications Industry Solutions (ATIS) document, ATIS-0406000-xxxx (xxxx refers to the year of publication) 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, intrastate and, in Texas, intrastate-intraLATA.
- 2.9 "Interexchange Carrier Transported" - Telecommunications Services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 "Local Access and Transport Area (LATA)" - service areas defined in FCC Docket 78-72.

- 2.11 "Message Processing" - the creation of individual EMI formatted Billable Message detail records from individual Recordings that reflect specific billing detail for use in billing the End User and/or AURs 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 IXCs. Message Processing includes performing CMDS online edits required to ensure message detail and AURs are consistent with CMDS specifications.
- 2.12 Intentionally Left Blank
- 2.13 "Provision of Message Detail" - the sorting of all Billable Message detail and AUR 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 IXCs through **AT&T TEXAS'** internal network or national CMDS.
- 2.14 "Record" - a logical grouping of information as described in the programs that process information and create the data files.
- 2.15 "Recording" - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.
- 2.16 Intentionally Left Blank
- 2.17 "Recording Company" - the company that performs the functions of Recording and Message Processing of IXC transported messages and the provision of message detail.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 **AT&T TEXAS** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **AT&T TEXAS** provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **AT&T TEXAS**-provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by **AT&T TEXAS**.
- 3.2 **AT&T TEXAS** will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by **AT&T TEXAS**.
- 3.3 **AT&T TEXAS** will provide AURs that are generated by **AT&T TEXAS**.
- 3.4 Assembly and Editing will be performed on all IXC transported messages recorded by **AT&T TEXAS**, during the billing period established by **AT&T TEXAS** and selected by CLEC.
- 3.5 Standard EMI record formats for the provision of Billable Message detail and AUR detail will be established by **AT&T TEXAS** and provided to CLEC.
- 3.6 Recorded Billable Message detail and AUR 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 **AT&T TEXAS** will provide message detail to CLEC in data files, via data lines (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the CLEC to receive End User billable records, the CLEC may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.
- 3.8 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. **AT&T TEXAS** reserves the right to limit the frequency of transmission to existing **AT&T TEXAS** processing and work schedules, holidays, etc.
- 3.9 **AT&T TEXAS** will determine the number data files required to provide the AUR detail to CLEC.
- 3.9.1 Recorded billable message detail and/or AUR detail previously provided CLEC and lost or destroyed through no fault of **AT&T TEXAS** will not be recovered and made available to CLEC except on an individual case basis at a Cost determined by **AT&T TEXAS**.
- 3.9.2 When **AT&T TEXAS** receives rated Billable Messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, **AT&T TEXAS** may forward those messages to CLEC.
- 3.9.3 **AT&T TEXAS** will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.
- 3.9.4 When CLEC is the Recording Company, the CLEC agrees to provide its recorded Billable Messages detail and AUR detail data to AT&T under the same terms and conditions of this Attachment.

#### 4. BASIS OF COMPENSATION

- 4.1 **AT&T TEXAS**, as the Recording Company, agrees to provide Recording, Assembly and Editing, Message Processing and Provision of message detail for AURs ordered/required by CLEC in accordance with this Attachment on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all AURs required by **AT&T TEXAS** 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, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 5.2 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.
- 5.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the



data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

- 5.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing Recording, Assembly and Editing, rating, Message Processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability to the CLEC shall be limited to the granting of a credit adjusting amount otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

## **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.

## **7. RESERVATION OF RIGHTS/INTERVENING LAW**

- 7.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

**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 CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from 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 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 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 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 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 CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

**800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL**

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

**Option #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 CLEC.

#### TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

**Option 11:** Recording Company provides tandem function for CLEC. 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 CLEC.

**Option 12:** Recording Company provides tandem function for CLEC. 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 CLEC.

**Option 13:** Recording Company provides tandem function for CLEC. 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 CLEC.

**Option 14:** Recording Company provides tandem function for CLEC. 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 CLEC.

- Option 15:** Recording Company provides tandem function for CLEC. 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 CLEC.

#### MESSAGE PROVISIONING

- Option 16:** The Recording Company will forward all IXC transported message detail records or access usage records to CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **AT&T TEXAS'** 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

## ATTACHMENT 25: xDSL

### 1. INTRODUCTION

- 1.1 **AT&T TEXAS** will make available xDSL Loops and xDSL/Unbundled Copper Subloop (UCSL) Subloops for the provision of xDSL-based services or line splitting arrangements provided by CLEC in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

### 2. DEFINITIONS

#### 2.1 Intentionally Left Blank

2.1.1 "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based service over such loop.

2.1.2 "xDSL Subloop" is defined as any distribution portion of a copper xDSL-capable Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in **AT&T TEXAS'** outside plant and the demarcation point at an end-user customer's premise, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. The subloop and collocation provisions, set forth elsewhere in this Agreement (e.g., the Attachment UNE and Appendix Collocation) will also apply, as applicable, to the xDSL Subloop. If there is any conflict between the provisions set forth in this Attachment as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Attachment UNE), shall control.

- 2.2 Conditioning is defined as the removal by **AT&T TEXAS** from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to provide xDSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders. The Conditioning rates for the removal of excessive bridge taps, and load coils, repeaters are set forth in the Pricing Schedule to this Agreement ("Pricing Schedule"). To the extent that CLEC would like the option to request that a loop be conditioned by **AT&T TEXAS** to remove any device other than excessive bridge taps, load coils and/or repeaters, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such Conditioning.

#### 2.3 Intentionally Left Blank

- 2.4 "Excessive Bridge Taps" as used herein shall refer to bridge taps in excess of 2,500 feet in total length.

- 2.5 "Presumed Acceptable for Deployment" is a loop technology that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly

degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

- 2.6 "Non-standard xDSL-based Technology" is a loop technology that is not Presumed Acceptable for Deployment under Section 2.8 of this Attachment. Deployment of Non-standard xDSL-based Technologies are allowed and encouraged by this Agreement.
- 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).

### 3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL-CAPABLE LOOPS

- 3.1 **AT&T TEXAS** will provide xDSL Loops and xDSL/UCSL Subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.
- 3.2 **AT&T TEXAS** will not guarantee that an xDSL Loop or xDSL/UCSL Subloops ordered by CLEC will perform as desired by CLEC for xDSL based services, but will guarantee that Loops will be provisioned to meet basic metallic Loop parameters, including continuity and pair balance. CLEC shall designate on its Local Service Request (LSR), at CLEC's sole option, what Loop conditioning AT&T-21STATE is to perform in provisioning the order.

### 4. INTENTIONALLY LEFT BLANK

### 5. INTENTIONALLY LEFT BLANK

### 6. PROVISIONING

- 6.1 Loop Makeup Information and Ordering:
- 6.1.1 At the CLEC's request, AT&T TEXAS will provide CLEC with nondiscriminatory access to its Loop makeup information as it exists in AT&T TEXAS's database and records via:
- 6.1.1.1 a mechanized Loop makeup for near real-time access to data available electronically; or
- 6.1.1.2 manual Loop makeup for information that may not be available electronically.
- 6.1.2 CLEC will be given nondiscriminatory access to the same Loop makeup information that AT&T TEXAS is providing to any other CLEC, AT&T TEXAS's retail or wholesale operations and/or its advanced services Affiliate.
- 6.1.3 AT&T TEXAS does not guarantee accuracy or reliability of the Loop make up information provided. CLEC may obtain Loop makeup information according to the terms and conditions described on the AT&T CLEC Online website incorporated herein by reference, as may be amended from time to time.



## 6.2 Provisioning Intervals:

6.2.1 AT&T-21STATE's provisioning intervals per order per End User location shall be the intervals set forth on the AT&T CLEC Online website.

## 7. INTENTIONALLY LEFT BLANK

## 8. INTENTIONALLY LEFT BLANK

## 9. SERVICE QUALITY AND MAINTENANCE

9.1 **AT&T TEXAS** will not guarantee that an xDSL Loop or or xDSL/UCSL Subloops ordered by CLEC will perform as desired by CLEC for xDSL based, but will guarantee that Loops will be provisioned to meet basic metallic Loop parameters, including Continuity and pair balance. CLEC shall designate on its Local Service Request (LSR), at CLEC's sole option, what Loop conditioning AT&T-21STATE is to perform in provisioning the order..

9.2 **AT&T TEXAS** shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv) and as outlined on the AT&T CLEC Online website and within Attachment 27 - Operations Support Systems (OSS).

9.3 For loops currently in service where trouble ticket resolution has identified that Excessive Bridge Tap(s), load coil(s) and/or repeater(s) are on the Loop and transferring to a new Loop is a solution identified by **AT&T TEXAS** to resolve the trouble ticket, **AT&T TEXAS**, at its sole option, may perform a line and station transfer (LST) to resolve the identified trouble. In the event that a request for Conditioning is received from CLEC on a loop currently in service and **AT&T TEXAS** determines that an LST can be performed, the appropriate **AT&T TEXAS** Local Operations Center (LOC) will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested Conditioning. In such cases that **AT&T TEXAS** elects to perform an LST to resolve the identified trouble, the charge for the LST set forth in the Pricing Sheets shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **AT&T TEXAS** network-related problem, then CLEC will not be charged the LST rate or for **AT&T TEXAS**' resolution of the trouble. If, however, the trouble is found not to be an **AT&T TEXAS** network-related problem, then CLEC shall pay the Maintenance of Service charge set forth in the Pricing Sheets will apply in addition to the LST charge. If a LST is performed, **AT&T TEXAS** will use its best efforts to minimize any disruption in service.

9.4 Each xDSL-Capable Loop offering provided by **AT&T TEXAS** to CLEC will be at least equal in quality and performance as that which **AT&T TEXAS** provides to itself or to an affiliate.

## 10. SPECTRUM MANAGEMENT

10.1 The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. Refer to AT&T CLEC Online website for specific processes addressing Spectrum Management.

## 11. PRICING

- 11.1 The rates applicable to xDSL Loops, xDSL/UCSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual Loop qualification, Loop conditioning and cross-connects are set forth in the Pricing Schedule to the Agreement.
- 11.2 In those instances specified herein, or in the event that **AT&T-21STATE** agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Attachment or for work performed outside of standard business hours, CLEC shall pay Maintenance of Service charges as outlined on the AT&T CLEC Online website and within Attachment 27 - Operations Support Systems (OSS).

## 12. Performance Measures

- 12.1 Performance Measures, if any, applicable to provisions of this appendix are contained in Attachment 17: Performance Measures of this Agreement.

## 13. Reservation of Rights/Intervening Law

- 13.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

## ATTACHMENT 27: OPERATIONS SUPPORT SYSTEMS (OSS)

### 1. INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions under which **AT&T TEXAS** will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair and billing provided by **AT&T TEXAS**.
- 1.2 Should AT&T no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T shall no longer be obligated to offer access and use of OSS for that ICA Service.

### 2. DEFINITIONS

- 2.1 "Service Bureau Provider (SBP)" means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T OSS application-to-application interfaces via a dedicated connection over which multiple CLEC's local service transactions are transported..

### 3. GENERAL CONDITIONS

- 3.1 **AT&T TEXAS'** OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS is available only in the regions where such systems and processes are currently operational.
- 3.2 **AT&T TEXAS** will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. **AT&T TEXAS** will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.
- 3.3 **AT&T TEXAS** will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by **AT&T TEXAS** in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.
- 3.4 **AT&T TEXAS'** OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.
- 3.5 CLEC shall advise **AT&T TEXAS** no less than seven (7) Business Days in advance of any anticipated ordering volumes above CLEC's normal average daily volumes.
- 3.6 It is the sole responsibility of CLEC to obtain the technical capability to access and utilize **AT&T TEXAS'** OSS interfaces. All hardware and software requirements for the applicable **AT&T TEXAS** Regional OSS are specified on AT&T's CLEC Online website.
- 3.7 CLEC must access the **AT&T TEXAS** OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.

- 3.8 Prior to initial use of **AT&T TEXAS'** Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.
- 3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of **AT&T TEXAS'** electronic interfaces.
- 3.10 CLEC agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Attachments. Moreover, CLEC shall not be permitted to order ICA Services unless CLEC has a right, under this Agreement, to order such service.
- 3.11 **AT&T TEXAS** shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, **AT&T TEXAS** shall make manual processes available.
- 3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to **AT&T TEXAS'** electronic interfaces, **AT&T TEXAS'** CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.
- 3.13 Due to enhancements and on-going development of access to **AT&T TEXAS** CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. **AT&T TEXAS** shall provide proper notice of interface phase-out in accordance with CMP.
- 3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.
- 3.15 Proper Use of OSS Interfaces
- 3.15.1 CLEC shall use **AT&T TEXAS** electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with **AT&T TEXAS'** Data Connection Security Requirements as identified in Section 11 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies **AT&T TEXAS** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **AT&T TEXAS'** 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 **AT&T TEXAS** for any and all damages caused by such unauthorized entry.
- 3.15.2 CLEC's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.

- 3.15.2.1 CLEC must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds **AT&T TEXAS** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.
- 3.15.3 **AT&T TEXAS** shall be free to connect an End User to any CLEC based upon that CLEC's request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to **AT&T TEXAS** upon request and at no charge.
- 3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of **AT&T TEXAS'** OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **AT&T TEXAS** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **AT&T TEXAS** to CLEC. In addition, CLEC agrees to indemnify and hold **AT&T TEXAS** harmless against any claim made by an End User of CLEC or Third Parties against **AT&T TEXAS** caused by or related to CLEC's use of any **AT&T TEXAS** OSS.
- 3.15.5 In the event **AT&T TEXAS** has good cause to believe that CLEC has used **AT&T TEXAS** OSS in a way that conflicts with this Agreement or Applicable Law, **AT&T TEXAS** shall give CLEC written Notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which CLEC shall provide to **AT&T TEXAS** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.15.6 In the event CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of **AT&T TEXAS** OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:
- 3.15.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by **AT&T TEXAS** to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.15.6.2 To remedy the misuse for the balance of the Agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

- 3.16 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, **AT&T TEXAS** shall have the right to conduct an audit of CLEC's use of the **AT&T TEXAS** OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the **AT&T TEXAS** OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. **AT&T TEXAS** shall give ten (10) calendar days advance written Notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), CLEC shall provide **AT&T TEXAS** 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 **AT&T TEXAS'** 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. **AT&T TEXAS** 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 **AT&T TEXAS**. If CLEC fails to cooperate in the audit, **AT&T TEXAS** reserves the right to terminate CLEC's access to electronic processes.

#### 4. PRE-ORDERING

- 4.1 **AT&T TEXAS** Regional OSS are available in order that CLEC can perform the pre-ordering functions for ICA Services, including but not limited to:
- 4.1.1 Service address validation
  - 4.1.2 Telephone number selection
  - 4.1.3 Service and feature availability
  - 4.1.4 Due date information
  - 4.1.5 Customer service information
  - 4.1.6 Loop makeup information
- 4.2 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.
- 4.3 CLEC shall provide **AT&T TEXAS** with access to End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CLEC shall provide to **AT&T TEXAS** paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

4.4 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.

## 5. ORDERING

- 5.1 **AT&T TEXAS** will provide ordering functionality. To order any ICA Services CLEC will format a Local Service Request to identify the features, services, or elements CLEC is requesting **AT&T TEXAS** to provision in accordance with applicable **AT&T TEXAS** ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.
- 5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, CLEC and **AT&T TEXAS** will use industry Access Service Request (ASR) guidelines, based upon **AT&T TEXAS** ordering requirements. **AT&T TEXAS'** ASR guidelines are located on AT&T's CLEC Online website.
- 5.3 **AT&T TEXAS** product/service intervals are located on AT&T's CLEC Online website.
- 5.4 **AT&T TEXAS** shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CLEC shall provide to **AT&T TEXAS** an FOC per the guidelines located on AT&T's CLEC Online website.
- 5.5 When an **AT&T TEXAS** provided ICA Service is replaced by CLEC's facility-based service using any **AT&T TEXAS** provided ICA Services, CLEC shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by **AT&T TEXAS**, and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. Similarly, when an End User is served by one CLEC using **AT&T TEXAS** provided ICA Services is converted to another CLEC's service using any **AT&T TEXAS** provided ICA Services, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC End User. These requests will be processed by **AT&T TEXAS** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered.
- 5.6 **AT&T TEXAS** shall bill to CLEC an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).
- 5.7 The Commissions, in some states, have ordered per element manual additive nonrecurring charges for ICA Services ordered by means other than one of the interactive interfaces ("Additional Charges"). Additional Charges shall charges will apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

## 6. PROVISIONING

- 6.1 **AT&T TEXAS** will provide to CLEC nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.
- 6.2 **AT&T TEXAS** shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside **AT&T TEXAS'** regular working hours, or the work so requested requires **AT&T TEXAS'** technicians or project managers to work outside of regular working hours, **AT&T TEXAS** will assess overtime charges set forth in the Pricing Schedule/**AT&T TEXAS'** intrastate Access Services Tariff.
- 6.3 In the event **AT&T TEXAS** must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), **AT&T TEXAS** will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. **AT&T TEXAS** will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.
- 6.4 Cancellation Charges:
- 6.4.1 If CLEC cancels an order for ICA Services subsequent to **AT&T TEXAS'** generation of a service order, any costs incurred by **AT&T TEXAS** in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on **AT&T's** CLEC Online website. In addition, **AT&T TEXAS** reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.
- 6.4.1.1 Notwithstanding the foregoing, if CLEC places an LSR based upon **AT&T TEXAS'** loop makeup information, and such information is inaccurate resulting in the inability of **AT&T TEXAS** to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CLEC places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if **AT&T TEXAS** cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges as shall apply to those ICA Services that were not the subject of inaccurate loop makeup.
- 6.5 Expedite Charges:
- 6.5.1 For Expedite requests by CLEC, charges from the Pricing Schedule will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.
- 6.6 Order Modification Charges:



6.6.1 If CLEC modifies an order after being sent a FOC from **AT&T TEXAS**, the rates will be accessed from the Pricing Sheets as applicable.

## 7. MAINTENANCE/REPAIR

- 7.1 **AT&T TEXAS** will provide CLEC access to electronic interfaces for the purpose of reporting and monitoring trouble.
- 7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.
- 7.3 **AT&T TEXAS** will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.
- 7.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit **AT&T TEXAS** to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 7.5 Neither CLEC or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by **AT&T TEXAS** except with the prior written consent of **AT&T TEXAS**.
- 7.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the **AT&T TEXAS** network before reporting the trouble to the Maintenance Center. Upon request from **AT&T TEXAS** at the time of the trouble report, CLEC will be required to provide the results of the CLEC test isolating the trouble to the **AT&T TEXAS** network.
- 7.7 For all ICA Services repair requests, CLEC shall adhere to **AT&T TEXAS'** prescreening guidelines prior to referring the trouble to **AT&T TEXAS**.
- 7.8 CLEC will contact the appropriate **AT&T TEXAS** repair centers in accordance with procedures established by **AT&T TEXAS**.
- 7.9 **AT&T TEXAS** reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.
- 7.10 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on a **AT&T TEXAS** ICA Service and no trouble is found in **AT&T TEXAS'** network, **AT&T TEXAS** will charge CLEC a Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges for any dispatching and testing (both inside and outside the Central Office) required by **AT&T TEXAS** in order to confirm the working status. **AT&T TEXAS** will assess these charges at the rates set forth in the Pricing Sheets and/or applicable tariffs.
- 7.11 In the event **AT&T TEXAS** must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), **AT&T TEXAS** will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. **AT&T TEXAS** will assess the Maintenance of Service Charge/Trouble Determination

Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Sheets.

- 7.12 CLEC shall pay Time and Material charges when **AT&T TEXAS** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **AT&T TEXAS** or in detariffed CPE provided by **AT&T TEXAS**, unless covered under a separate maintenance agreement.
- 7.13 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.
- 7.14 If CLEC issues a trouble report allowing **AT&T TEXAS** access to End User's premises and **AT&T TEXAS** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **AT&T TEXAS** personnel are dispatched. Subsequently, if **AT&T TEXAS** personnel are allowed access to the premises, these charges will still apply.
- 7.15 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 **AT&T TEXAS** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **AT&T TEXAS** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **AT&T TEXAS** performed other than on a normally scheduled workday.
- 7.15.1 If CLEC requests or approves an **AT&T TEXAS** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

## 8. BILLING

- 8.1 **AT&T TEXAS** will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.
- 8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.
- 8.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule, Tariff, or Guidebook, as applicable.
- 8.1.1.2 When a CLEC elects to receive its monthly billing statements in more than one bill media format paper media shall be the primary media source and any other media formats shall be secondary media subject to the rates, terms and conditions contained in the Pricing Schedule, Tariff, or Guidebook, as applicable.

## 9. INTENTIONALLY LEFT BLANK

## 10. MISCELLANEOUS

- 10.1 To the extent **AT&T TEXAS** seeks to recover costs associated with OSS system access and connectivity, **AT&T TEXAS** shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.
- 10.2 Unless otherwise specified herein, charges for the use of **AT&T TEXAS'** OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the applicable rates set forth in the Pricing Schedule.
- 10.3 Single Point of Contact:
- 10.3.1 CLEC will be the single point of contact with **AT&T TEXAS** for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that **AT&T TEXAS** may accept a request directly from another CLEC, or **AT&T TEXAS**, acting with authorization of the affected End User. Pursuant to a request from another carrier, **AT&T TEXAS** may disconnect any ICA Service being used by CLEC to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. **AT&T TEXAS** will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.
- 10.4 Use of Facilities:
- 10.4.1 When an End User of CLEC elects to discontinue service and to transfer service to another LEC, including **AT&T TEXAS**, **AT&T TEXAS** shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. **AT&T TEXAS** will notify CLEC that such a request has been processed after the disconnect order has been completed.
- 10.5 **AT&T TEXAS** will provide loss notifications to CLEC. This notification alerts CLEC that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

## 11. DATA CONNECTION SECURITY REQUIREMENTS

- 11.1 CLEC agrees to comply with **AT&T TEXAS** data connection security procedures, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. These procedures are set forth on the AT&T/CLEC Online website.
- 11.2 CLEC agrees that interconnection of CLEC data facilities with **AT&T TEXAS** data facilities for access to OSS will be in compliance with **AT&T TEXAS'** "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, current at the time of initial interconnection to **AT&T TEXAS** and available on the AT&T CLEC Online website.

### 11.3 Joint Security Requirements:

- 11.3.1 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.)
- 11.3.2 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, and 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.
- 11.3.3 CLEC shall immediately notify **AT&T TEXAS** when an employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 11.3.4 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.
- 11.3.5 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 CLEC's or **AT&T TEXAS'** 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.
- 11.3.6 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.

### 11.4 Additional Responsibilities of Both Parties:

#### 11.4.1 Modem/DSU Maintenance And Use Policy

- 11.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **AT&T TEXAS'** premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

#### 11.4.2 Monitoring

- 11.4.2.1 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.
- 11.4.3 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.
- 11.4.4 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.
- 11.4.5 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.
- 11.4.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **AT&T TEXAS**, as appropriate to the ownership of a failed component. As necessary, CLEC and **AT&T TEXAS** will work together to resolve problems where the responsibility of either Party is not easily identified.
- 11.5 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:
- 11.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 11.6 – 11.11 below inclusive summarize 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 **AT&T TEXAS**, respectively, as the providers of the computer, network or information in question.
- 11.5.2 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.

#### 11.6 General Policies:

- 11.6.1 Each Party's resources are for approved business purposes only.
- 11.6.2 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.
- 11.6.3 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.
- 11.6.4 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.
- 11.6.5 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.

#### 11.7 User Identification:

- 11.7.1 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.
- 11.7.2 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.
- 11.7.3 User IDs will be revalidated on a monthly basis.

#### 11.8 User Authentication:

- 11.8.1 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.
- 11.8.2 Passwords must not be stored in script files.
- 11.8.3 Passwords must be entered by the user in real time.
- 11.8.4 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 position. 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.

- 11.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).
- 11.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.
- 11.8.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

11.9 Access and Session Control:

- 11.9.1 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.
- 11.9.2 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.

11.10 User Authorization:

- 11.10.1 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.

11.11 Software And Data Integrity:

- 11.11.1 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.
- 11.11.2 All 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.
- 11.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.
- 11.11.4 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.

11.12 Monitoring And Audit:

- 11.12.1 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(n) (AT&T TEXAS 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."*

11.12.2 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.

## 12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

12.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **AT&T TEXAS** OSS via a Service Bureau Provider as follows:

12.1.1 CLEC shall be permitted to access **AT&T TEXAS** 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 **AT&T TEXAS** to allow Service Bureau Provider to establish access to and use of **AT&T TEXAS'** OSS.

12.1.2 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.

12.1.3 It shall be the obligation of CLEC to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. **AT&T TEXAS** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides Notice. Additionally, **AT&T TEXAS** 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.

12.2 **AT&T TEXAS** 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 **AT&T TEXAS'** 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 **AT&T TEXAS** **AT&T TEXAS'** OSS) which could not be avoided by **AT&T TEXAS** 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.



## ATTACHMENT 28: COMPREHENSIVE BILLING

### 1. INTRODUCTION

- 1.1 This Attachment sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur under the Interconnection Agreement. Attachment 28: Comprehensive Billing shall be added to the Agreement and, where the terms and conditions of this Attachment differ from provisions in the Agreement, the terms and conditions of this Attachment shall govern; provided, however that any differing provisions in other Attachment(s) of this Agreement pertaining to collocation and to access to and use of space on or in poles, conduits or rights-of-way shall govern over this Attachment for the charges, functions and/or services subject thereto.
- 1.2 Each Party will provide the other Party at no additional charge a single point of contact for the handling of any billing questions or problems, including those arising from the Official Bill, and from DUF content, that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 1.3 **AT&T TEXAS** will bill in accordance with this Attachment those charges CLEC incurs under this Agreement; including charges for Resale services, Network Elements, Interconnection and other services, except as noted in Section 1.1 of this Attachment. CLEC will bill in accordance with this Attachment those charges **AT&T TEXAS** incurs under this Agreement; including charges for Interconnection and other services. Those billing items that are billed today in CABS will remain billed in CABS unless the FCC or State Commission rules that the billing item is no longer a UNE and the resultant service is altered in a manner that renders it incompatible with continued CABS billing. At that point, **AT&T TEXAS** would make a determination on whether the item would remain in CABS billing system. Any new elements billed in CABS will be in accordance to OBF guidelines where they have been developed. The requirements for CABS billing under this Attachment are set forth in Section 3. of this Attachment. The requirements for resale billing and other charges billed by agreement of the Parties from **AT&T TEXAS'** resale billing system are set forth at Section 4. of this Attachment.
- 1.4 The Billing Party shall bill the Billed Party for each Unbundled Network element, resold Service or Interconnection facilities, products or services supplied by the Billing Party to the Billed Party pursuant to this Agreement at the rates prescribed in the Pricing Schedule or AT&T Tariff, as applicable. The Billing Party will bill the Billed Party based on the actual charges incurred; provided, however, for those usage-based charges where actual charge information is not determinable by the Billing Party, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be as set forth in Sections 3. or 4. of this Attachment.
- 1.5 Except as otherwise specified in this Agreement, each Party shall be responsible for all costs and expenses it incurs in complying with its obligations under this Agreement.). The Parties acknowledge that billing format changes will be determined by industry forums (e.g. OBF, TRG) or, for those issues outside the industry forum's purview, agreement by the CLEC community in the CLEC forum, and not solely by the Parties.
- 1.6 Bills issued in accordance with this Article shall be payable according to the provisions of Section 8 of the General Terms and Conditions of this Agreement. Any bill received on a Saturday, Sunday or a day designated as a holiday will be deemed received the next business day.

## 2. BILLING INFORMATION AND CHARGES - GENERAL

- 2.1 Official Bill is the mechanized bill sent through the medium agreed to by the Parties or paper bills when the established billing for a service is not available through the agreed medium. If there are no industry-standard billing format (e.g. no CABS format) for the billing of another service provided under this Agreement, the billing medium for such service will be paper, until such time as a mechanized medium is developed, which is mutually agreed to by the Parties.
- 2.1.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to evaluate whether to establish Connect:Direct transmission capabilities with the other Party. If such Party elects to establish Connect:Direct, it will do so at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic 18-track or other technically feasible means as agreed to by the Parties. Billing information and data contained on magnetic tapes for payment will be sent to the Parties at the locations set forth in Section 5. of this Attachment, unless other locations are designated by the respective Party. The Parties acknowledge that all tapes will be transmitted to the other Party via US Mail or Overnight.
- 2.1.2 Unless otherwise agreed between the Parties, the Billing Party shall provide information on the paper invoices for each CLEC account number sufficient to enable the Billed Party to identify the services being billed, the type of service ordered and the usage to which the billed charges apply. There may be situations involving usage based charges where summarization of multiple accounts is adequate, but such determination must be made in advance by agreement of the Parties before issuance of any bills that combine accounts.
- 2.1.3 Intentionally Left Blank
- 2.1.4 If either Party requests one or more additional copies of a bill, the first copy will be provided to the requesting Party free of charge. Provided initial bill was received, additional copies, beyond one, may be subject to a reasonable fee to be paid by the requesting Party to the Billing Party. The fee for additional bill copies will be as defined in the applicable state and interstate Access tariff.
- 2.2 The Billing Party will provide the Billed Party a monthly bill that includes any charges incurred by and credits and/or adjustments due to the Billed Party pursuant to this Agreement. Each bill provided by the Billing Party to the Billed Party will include some, or all, of the following types of charges: (1) all non-usage sensitive charges incurred for the period beginning with the day of the current bill date and extending to, but not including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, (3) unbilled usage sensitive charges for the period beginning with the day of the last bill date and extending up to the day before the current bill date, (4) any previously unknown usage sensitive charges that are now known, for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 2.3 below.
- 2.3 **AT&T TEXAS** may send bills to CLEC, or CLEC may send bills to **AT&T TEXAS**, containing amounts found to be unbilled, or underbilled ("Backbill(s)"), as follows:
- 2.3.1 Except as provided in Section 2.3.5 below, for erroneous failure to bill or under billing of any charges incurred by the Billed Party under this Agreement, the Billing Party may submit a bill to the Billed Party for charges incurred by the Billed Party up to twelve (12)

months prior to the Backbill date. For the purposes of this Section 2.3, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which the Billed Party used such service; or,

- 2.3.2 For failure to bill or underbilling where data exchange with Third Party carriers is required, the Billing Party may submit a bill to the Billed Party for charges incurred by the Billed Party up to twelve (12) months prior to the Backbill date; or
- 2.3.3 Where **AT&T TEXAS** or CLEC is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, **AT&T TEXAS** may submit to CLEC, or CLEC may submit to **AT&T TEXAS**, up twelve (12) months after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by CLEC, or incurred by **AT&T TEXAS**, as a result of, and since the applicable Governmental Requirement Date; or
- 2.3.4 **AT&T TEXAS** and CLEC will exert best efforts not to send Backbills from any Non-CABS billing system, and each Party will use best efforts not to send Backbills for CABS/BOS-billed charges, outside the time periods defined in Section 2.3.1 through 2.3.3, above. In any event, except as provided in Section 2.3.5 below, neither CLEC nor **AT&T TEXAS** will be liable for charges contained in Backbills that are sent outside the time periods defined in Section 2.3.1 through Section 2.3.3.
- 2.3.5 The Billing Party may send Backbills outside of the time periods defined in Section 2.3.1 through Section 2.3.3, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by the Billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the Billed Party, and the Billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the Billed Party and in part by the Billing Party, the Parties may agree upon other time periods for Backbilling.

### 3. ADDITIONAL CABS SPECIFIC BILLING REQUIREMENTS

- 3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly CABS billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in thirteen (13) alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. A Billing Party which changes, adds or deletes a BAN, which change was not initiated by the Billed Party, will provide written notification to the Billed Party's billing notice contact within seven (7) business days of making such change, add, or delete of a BAN, except where such changes are applicable to all CLECs, in which case notice will be provided via Accessible Letter on AT&T's CLEC Online web site. Each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by Billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in Section 8.1 of the General Terms and Conditions), whichever is earlier. If either Party fails to provide billing data and information within the time period specified above, the Parties may arrange for an extension of payment, provided the Billed Party must notify the Billing Party.
- 3.1.1 For CABS-billed services, **AT&T TEXAS** will assign to CLEC a separate Billing Account

Number (BAN) per each type of account (TOA) as defined by OBF (e.g., TOA J, N and P) per LATA.

3.1.2 For all of CLEC's end users, **AT&T TEXAS** shall recognize CLEC as the customer of record and, subject to 3.1.2.1-3.1.2.2 below, will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise and is mutually agreed to by the Parties.

3.1.2.1 For toll traffic where SBC is the PIC'd provider to CLEC local service End Users, and

3.1.2.2 In instances where services are not unbundled---as specified (hearing impaired equipment, calling plans)

3.2 The Billing Party shall provide information on the invoices for each Billing Account Number (BAN) sufficient to enable the Billed Party to identify Network Elements being billed, the type of service ordered and the usage to which the billed charges apply. Each CABS bill for Network Elements will set forth the quantity and description of each Network Element provided and will include a CSR. Each bill for Interconnection will set forth the usage and applicable rates billed for Reciprocal Compensation.

3.3 Minute of use sensitive charges associated with Unbundled Network Elements and facilities based interconnection services will be measured in actual conversation seconds. For purposes of billing charges, total conversation seconds, per each chargeable traffic type will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute.

3.4 All bills in CABS format shall contain billing data and information in accordance with CABS BOS standards as published by Telcordia Technologies, Inc., or its successor.

3.5 Electronic Transmission for CABS bills

3.5.1 If **AT&T TEXAS** transmits data in a mechanized format, **AT&T TEXAS** will comply with the following specifications which are not contained in CABS guidelines but which are necessary for CLEC to process billing information and data:

- (a) The BAN will not contain embedded spaces or low values.
- (b) The Bill Date will not contain spaces or non-numeric values.
- (c) Each bill must contain at least one detail record.
- (d) "From" Date and the associated "Thru" Date cannot contain spaces.
- (e) The invoice number must not have embedded spaces or low values.

3.5.2 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements, within CABS BOS standards. The Parties will provide one another reasonable (within 3 business days) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to the Billed Party, at the Billing Party's sole expense, in a form that meets the specifications. The payment date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

3.5.3 At CLEC's request, **AT&T TEXAS** will transmit billing information and data via

Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC.

3.5.4 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	<b>AT&amp;T TEXAS</b> Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

**4. ADDITIONAL NON -CABS BILLING REQUIREMENTS**

- 4.1 The Parties will bill each other in accordance with this Attachment those Resale Services and other billed services charges incurred under this Agreement.
- 4.2 **AT&T TEXAS** shall recognize CLEC as the customer of record for all Resold Service and will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise.
- 4.3 The Billing Party shall provide information on the resale billing system invoices for each CLEC account number sufficient to enable the Billed Party to identify the services being billed, the type of service ordered and the usage to which the billed charges apply. Until guidelines are established by the OBF or established OBF guidelines are operationalized in the **AT&T TEXAS** connectivity billing process, charges will be rendered to CLEC on paper invoices containing summary level information consistent with the requirements detailed in subsections 4.3.1 and 4.3.2, below. Detail supporting the summary level information contained on the paper invoice will be made available by use of the electronic bill as provided by the Billing Party to the Billed Party upon request.
  - 4.3.1 For paper bills the Billing Party will identify billing dates (Bill Date) for each CLEC account number, which Bill Date will be the same day month to month. For paper bills, the Billing

Party will provide one invoice associated with each CLEC account number. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by the Billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in Section 8.1 of the General Terms and Conditions), whichever is earlier. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

4.3.2 When using paper bills, **AT&T TEXAS** will assign to CLEC a separate CLEC account number for each bill. Resale bills will be segmented by State and OCN.

4.3.3 The provisions of Section 4.3 through 4.3.2 do not relieve the Billing Party of the obligation to utilize CABS billing as required by Section 1.3 of this Attachment.

4.4 For bills sent by **AT&T TEXAS** from its resale billing system pursuant to Section 4 above, the Parties will establish monthly billing dates and separate invoices for each account number, which Bill Date will be the same date month to month. Each account number will be provided by **AT&T TEXAS** in thirteen (13) alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by Billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier.

4.4.1 **RESALE** and Other RBS Services- **AT&T TEXAS** will assign a separate account number to CLEC for each state and billing type.

4.4.2 Resold service shall be measured at the message level in conversation seconds. The conversation seconds will be rounded on a per message basis to whole minutes, then totaled for all messages in a monthly bill cycle.

4.5 Electronic bills will be available to CLECs based upon CLECs profile designation.

**5. TAPE OR PAPER TRANSMISSIONS**

For additional information for tape or paper transmission see ATT's CLEC Online website.

5.1 The requirements of Sections 5.1.1 through 5.5 apply to all tape or paper transmissions. Further requirements specific to CABS tape transmissions are set forth in Sections 5.6

	TO CLEC	TO AT&T TEXAS
Tape Transmissions via U.S. Mail:		AT&T TEXAS Tape Library 211 S. Akard, Room 550 Dallas, TX 75202  Phone – 214-464-7754
Tape Transmissions via Overnight Delivery:		AT&T TEXAS Tape Library 211 S. Akard, Room 550 Dallas, TX 75202

		Phone – 214-464-7754
Paper Transmissions via U.S. Mail:		CLEC Reciprocal Compensation - AT&T TEXAS 211 S. Akard, Floor 9 Dallas, TX 75202  ATTN: Recip Comp
Paper Transmissions via Overnight Delivery:		CLEC Reciprocal Compensation - AT&T TEXAS 211 S. Akard, Floor 9 Dallas, TX 75202  ATTN: Recip Comp

- 5.2 Each Party will adhere to tape packaging practices that will prevent data damage.
- 5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 18-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each Party must return all tapes created by the other Party for investigation if a tape has been determined to have unrecoverable errors.
- 5.4 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. The external and internal serial number shall be the same.
- 5.5 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four (4) characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

- 5.6 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format

	CABS BOS
Record Length	225 bytes (fixed length)
Blocking factor	84 records per block
Block size	18,900 bytes per block
Labels	Standard IBM Operating System

## 6. TESTING REQUIREMENTS

- 6.1 Prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, the Billing Party will send bill data to the Billed Party in the mechanized format according to this Attachment for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. For a CABS release, the Billing Party will send a test file to the Billed Party in whatever electronic media the Billed Party's billing is currently provided no less than thirty (30) days prior to the implementation date, if the Billed Party has requested the mechanized bill at least six (6) months in advance. For any changes that are made outside of a release, which could be for a defect correction, the Billing Party will coordinate testing with the Billed Party. CLEC will notify **AT&T TEXAS** within the time period agreed to by the Parties if the billing test file fails to meet CABS/BOS specifications. **AT&T TEXAS** shall make the necessary corrections within the time period agreed to with CLEC to ensure that the billing test file meets CABS/BOS specifications. **AT&T TEXAS** shall not send CLEC a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications.
- 6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing test file meets testing specifications. If the billing test file fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. Up to three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission or tape. Thereafter, the Billing Party may begin sending the Billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

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## 9. MEETPOINT BILLING – FACILITIES BASED

- 9.1 CLEC and **AT&T TEXAS** will establish Meet Point Billing (MPB) arrangements in order to provide Switched Access via **AT&T TEXAS'** Access Tandem in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.
- 9.2 CLEC and will implement the Multiple Bill/Single Tariff option. 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.
- 9.2.1 The details of record exchange options available to CLEC from **AT&T TEXAS** are set forth in Attachment 24: Recording.
- 9.3 In the case of tandem routing, the tandem company will provide to the End Office Company the billing name, billing address, IXC billing contact telephone number, IXC type of service, IXC ACTL and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis. In the event that the End Office Company is unable to ascertain the IXC to be billed, the tandem company will work with the End Office Company to identify the proper entity to be billed.



- 9.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill Third Parties for Switched Access Services traffic jointly handle by the Parties via the Meet Point Billing arrangement when the Parties do not have all detailed recordings for billing.
- 9.5 Neither Party will compensate the other for any record exchange under Section 9 of this Attachment or under Appendix Recording.
- 9.6 The Official Recording Company will provide to the other Party the Switched Access Detail Usage Data (category 1101XX records) via such media as the Parties may agree to, on a daily basis within ten (10) business days after the usage occurs. The Official Recording Party will send such data to the location specified by the other Party.
- 9.6.1 Each Party will act as the Official Recording Company for Switched Access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is:
- (1) the End Office Company for originating traffic,
  - (2) the tandem company for terminating tandem routed traffic and
  - (3) the SSP company for originating 800 traffic.
- 9.7 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC. The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 9.8 Each Party agrees to provide the other Party with notification of any discovered errors in data within ten (10) business days of the discovery. The appropriate Party will correct the error within sixty (60) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If either Party fails to provide meet point billing data required under Section 9 of this Attachment due to loss, uncorrectable errors or otherwise, the provisions of 5.3 and 5.4 of Attachment 24: Recording applicable to **AT&T TEXAS** shall apply for the purposes of this Section, to the Party failing to provide the Meet Point Billing data, and shall govern that Party's liability for the lost, unrecorded, damaged or destroyed billing data. The foregoing shall not limit **AT&T TEXAS'** obligations, if any, under the Attachment pertaining to performance measures/remedies.
- 9.8.1 Intentionally Left Blank.
- 9.8.2 Intentionally Left Blank.
- 9.9 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

## 10. MUTUAL COMPENSATION

- 10.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement at Attachment 12: Inter-carrier Compensation (including Reciprocal Compensation) and in accordance with this Section 10.
- 10.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS data

content via current industry processes for mutual compensation. This is described in Section 3.2, preceding.

- 10.3 Where CLEC as a facilities based provider is using terminating recordings to bill reciprocal compensation, **AT&T TEXAS** identify traffic that originates from an End User being served by a Third Party telecommunications carrier using an AT&T-12STATE non-resale offering whereby AT&T-12STATE provides the End Office switching on a wholesale basis. Such Records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for the MOUs terminated on CLEC's network.

## 11. PAYMENT OF CHARGES

- 11.1 Each Party will pay bills applicable to this Agreement as set forth in Section 8 of the General Terms and Conditions. Sections 8 and 9 of the General Terms and Conditions shall apply to payment of charges, deposits, and billing, disputes. Billing disputes and any rights of termination or disconnection relevant to non-payment of charges shall be governed by Sections 8, 9 and 10 of the General Terms and Conditions.

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## 13. CUSTOMER USAGE DATA – GENERAL REQUIREMENTS

- 13.1 Upon written request from CLEC, daily usage data will be provided by **AT&T TEXAS** to CLEC via a daily usage file (DUF). The DUF will be provided when CLEC purchases unbundled network switching, Resale services and/or other services billed out of the resale billing system. Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines, CLEC must also request and receive DUF on its measure-rated Resale lines.
- 13.2 **AT&T TEXAS** will provide all usage data for CLEC's customers using the **AT&T TEXAS**-provided Resale services and/or other services billed out of the resale billing system
- 13.3 **AT&T TEXAS** will provide usage data for completed calls for Resale services and/or other services billed out of the resale billing system offerings that **AT&T TEXAS** records for itself (e.g., Local Measured Service).
- 13.4 **AT&T TEXAS** will only provide daily usage files pursuant to this Section for services described in Section 13.1 and provided to CLEC under this Agreement.

## 14. CUSTOMER USAGE DATA FORMAT FOR SERVICES DESCRIBED IN SECTION 13.1

- 14.1 **AT&T TEXAS** will provide usage data in the OBF Exchange Message Interface (EMI) format and by category, group and record type. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each service to the extent that similar usage sensitive information is provided to retail End Users of AT&T within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T in connection with service provided by AT&T, and (iii) operator handled calls provided by AT&T. Procedures and processes for implementing the interfaces with AT&T will be

included in implementation requirements documentation.

- 14.2 **AT&T TEXAS** will include the Working Telephone Number (WTN) of the call originator, when available from the network recording, as well as the terminating telephone number on each EMI call record, when available from the network recording. Parties agree to work together if industry problems prevent the delivery of this data.
- 14.3 All usage records will be in packs in accordance with current EMI standards, as those may change from time to time.
- 14.4 **AT&T TEXAS** will include the OCN of the originating carrier in the usage records it provides for calls originated by Third Party carriers utilizing an **AT&T TEXAS** ULS port that terminate to a CLEC ULS Port, where technically feasible. **AT&T TEXAS** will begin providing this OCN after **AT&T TEXAS** completes its ULS Port project, which project is targeted for completion during mid-2004.
- 14.5 File transmission for DUF is requested by each unique State and OCN combination. CLEC must provide to AT&T a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file. **AT&T TEXAS** will transmit formatted usage data to CLEC over Network Data Mover Network using CONNECT:DIRECT protocol, or otherwise agreed to by the Parties.
- 14.6 CLEC and **AT&T TEXAS** will test and certify the CONNECT:DIRECT interface to ensure the accurate transmission of usage data.
- 14.7 **AT&T TEXAS** will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 14.8 Changes to the DUF (Usage Data EMI format, content, and transmission processes) will be tested prior to implementation as mutually agreed by both parties and written notification will be provided to CLEC at least 60 days in advance to request Test data from **AT&T TEXAS**.
- 14.9 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T through Resale will be forwarded to CLEC as rated call detail on the DUF.
- 14.10 Interexchange call detail on Resale Services that is forwarded to AT&T for billing, which would otherwise be processed by AT&T for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T records the message.
- 14.11 Where CLEC is operating its own switch-based service and has contracted with AT&T to provide operator services, upon written request from CLEC, AT&T will provide CLEC a DUF for operator handled calls handled by AT&T.

## ATTACHMENT 13: ANCILLARY FUNCTIONS

### 1. INTRODUCTION

- 1.1 This Attachment 13: Ancillary Functions, and its Appendices set forth the Ancillary Functions that **AT&T TEXAS** agrees to offer to CLECs under this Agreement, and the requirements associated therewith. **AT&T TEXAS** will offer these Ancillary Functions to CLECs on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

### 2. COLLOCATION

- 2.1 Certain provisions applicable to the Parties' rights and obligations pertaining to physical collocation are set forth in Appendix Collocation, attached hereto.

### 3. RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

- 3.1 The provisions concerning CLEC's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by **AT&T TEXAS** are set forth in Appendix Poles, Conduits, and Rights-of-Way, attached hereto.

## PRICING SHEETS

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
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Disconnect Loop from inside wiring, per NID		NRBND		NA	\$14.32	\$14.32	per NID
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1	\$16.34	\$13.93	\$7.07	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2	\$13.69	\$13.93	\$7.07	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3	\$12.26	\$13.93	\$7.07	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Disconnect		NKCT1		NA	\$1.41	\$1.27	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Conditioning for dB loss from 8db to 5db		UL2		\$6.03	\$17.54	\$16.13	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1	\$36.06	\$15.03	\$6.22	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2	\$21.52	\$15.03	\$6.22	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3	\$15.86	\$15.03	\$6.22	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop -Zone 1 (Rural)		U2Q	1	\$46.09	\$15.03	\$6.22	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop - Zone 2 (Suburban)		U2Q	2	\$37.54	\$15.03	\$6.22	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop - Zone 3 (Urban)		U2Q	3	\$34.91	\$15.03	\$6.22	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Zone 1 (Rural)		U4D1X	1	\$63.41	\$76.26	\$41.52	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Zone 2 (Suburban)		U4D1X	2	\$59.77	\$76.26	\$41.52	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Zone 3 (Urban)		U4D1X	3	\$49.50	\$76.26	\$41.52	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Disconnect		NKCT2		NA	\$9.45	\$2.90	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Zone 1 (Rural)		U4D3X	1	\$745.55	\$823.28	\$392.54	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Zone 2 (Suburban)		U4D3X	2	\$706.74	\$823.28	\$392.54	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Zone 3 (Urban)		U4D3X	3	\$670.53	\$823.28	\$392.54	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2		\$1.24	\$4.72	\$4.72	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2		\$0.00	\$6.91	\$4.97	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4		\$2.49	\$29.56	\$29.56	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4		\$0.00	\$29.56	\$29.56	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Cross Connect to Collocation				\$1.24	\$4.72	\$4.72	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Cross Connect to Collocation (without testing)				\$0.00	\$6.91	\$4.97	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Cross Connect to Collocation	LU1	UCXHX		\$6.67	\$39.05	\$34.16	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 C.O. Cross Connect to Collocation		UCXBX		\$19.24	\$115.45	\$81.61	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	EEL DS1 Loop to Collo/Mux (diff CO)	EE7MX	UCXHX		\$7.51	\$22.03	\$19.28	

PRICING SHEETS

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
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)		2SLAX	1	\$18.98	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)		2SLAX	2	\$13.65	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)		2SLAX	3	\$12.14	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)		2SLCX	1	\$18.98	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)		2SLCX	2	\$13.65	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)		2SLCX	3	\$12.14	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)		2SLBX	1	\$18.98	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)		2SLBX	2	\$13.65	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)		2SLBX	3	\$12.14	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)		2SLDX	1	\$18.98	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)		2SLDX	2	\$13.65	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)		2SLDX	3	\$12.14	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)		U2F	1	\$18.98	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)		U2F	2	\$13.65	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)		U2F	3	\$12.14	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)		2SLFX	1	\$18.98	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)		2SLFX	2	\$13.65	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)		2SLFX	3	\$12.14	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)		4SL1X	1	\$36.06	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)		4SL1X	2	\$21.52	\$15.03	\$6.22	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)		4SL1X	3	\$15.86	\$15.03	\$6.22	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Capable Loop - Zone 1 (Rural)		UY5FX	1	\$46.09	\$15.03	\$6.22	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Capable Loop - Zone 2 (Suburban)		UY5FX	2	\$37.54	\$15.03	\$6.22	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Capable Loop - Zone 3 (Urban)		UY5FX	3	\$34.91	\$15.03	\$6.22	
14	TX	LOOP MAKE-UP	Loop Qualification Process - Mechanized		NR98U		NA	\$0.00	NA	
14	TX	LOOP MAKE-UP	Loop Qualification Process - Manual		NRBXU		NA	\$78.08	NA	
14	TX	LOOP MODIFICATION	DSL Conditioning - Removal of Repeaters		NRBXV		NA	\$282.51	\$13.75	
14	TX	LOOP MODIFICATION	DSL Conditioning - Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)		NRBNL		NA	\$282.51	\$13.75	
14	TX	LOOP MODIFICATION	DSL Conditioning - Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)		NRBNP		NA	\$105.90	\$13.75	

PRICING SHEETS

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
14	TX	LOOP MODIFICATION	DSL Conditioning - Removal of Excessive Bridged Taps and Repeaters		NRBXH		NA	\$730.25	\$39.48	
14	TX	LOOP MODIFICATION	DSL Conditioning - Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)		NRBTV		NA	\$497.55	\$26.61	
14	TX	LOOP MODIFICATION	DSL Conditioning - Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)		NRBTW		NA	\$180.68	\$26.61	
14	TX	LOOP MODIFICATION	DSL Conditioning - Removal of Excessive Bridged Taps		NRBXW		NA	\$489.18	\$25.72	
14	TX	LOOP MODIFICATION	DSL Conditioning - Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)		NRBNK		NA	\$244.59	\$12.86	
14	TX	LOOP MODIFICATION	DSL Conditioning - Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)		NRBNN		NA	\$74.78	\$12.86	
14	TX	LOOP MODIFICATION	DSL Conditioning - Removal of Excessive Bridged Taps and Load Coils		NRBXF		NA	\$1,213.80	\$44.86	
14	TX	LOOP MODIFICATION	DSL Conditioning - Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)		NRBM8		NA	\$482.17	\$19.22	
14	TX	LOOP MODIFICATION	DSL Conditioning - Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)		NRBM9		NA	\$178.89	\$19.22	
14	TX	LOOP MODIFICATION	DSL Conditioning - Removal of Load Coils		NRBXZ		NA	\$766.05	\$19.14	
14	TX	LOOP MODIFICATION	RABT - MMP - Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)		NRBNJ		NA	\$255.35	\$6.10	
14	TX	LOOP MODIFICATION	RABT - MMP - Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)		NRBNH		NA	\$104.11	\$6.10	
14	TX	LOOP MODIFICATION	RABT - MMP - Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.		NRMRJ		NA	\$218.87	\$0.00	
14	TX	LOOP MODIFICATION	RABT - MMP - Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.		NRMRP		NA	\$566.59	\$0.00	
14	TX	LOOP MODIFICATION	RABT - MMP - Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental		NRMRS		NA	\$218.87	\$218.87	per element incremental
14	TX	LOOP MODIFICATION	RABT - MMP - Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental		NRMRM		NA	\$218.87	\$218.87	per element incremental
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DSL Shielded Loop Cross Connect to Collocation		UXRRX		\$0.60	\$57.75	\$57.75	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire DSL Non-Shielded Cross Connect to Collocation		UCX92		\$0.00	\$6.91	\$4.97	
14	TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire DSL Non-Shielded Cross Connect to Collocation		UCX94		\$0.00	\$29.56	\$29.56	
14	TX	LOOP MODIFICATION	LST performed on CODSLAM Loop		URCLD		NA	\$215.65	NA	
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	\$34.08	\$52.91	\$28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	\$32.55	\$52.91	\$28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	\$33.76	\$52.91	\$28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	\$44.32	\$52.91	\$28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Disconnect		NKCT8		NA	\$12.05	\$3.66	

PRICING SHEETS

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
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	\$0.1343	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	\$0.1093	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	\$0.1005	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	\$0.0968	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1	\$199.77	\$81.05	\$65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	\$179.53	\$81.05	\$65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3	\$194.60	\$81.05	\$65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	\$308.37	\$81.05	\$65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Disconnect		NKCT9			\$12.05	\$3.66	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	\$3.9582	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	\$3.2041	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	\$2.9127	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	\$2.7821	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX		\$7.51	\$57.08	\$40.49	
13	TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX		\$25.70	\$70.78	\$54.19	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX		\$249.02	\$29.00	\$24.15	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG - Disconnect		NKCTC		NA	\$2.46	\$1.68	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX		\$322.06	\$41.71	\$20.01	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6		NA	\$9.03	\$2.90	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber -Interoffice per strand		ULYCX		\$39.12	\$991.37	\$991.37	per strand
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per foot Zone 1 (Rural)		ULNCF	1	\$0.016297	NA	NA	per foot
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per foot Zone 2 (Suburban)		ULNCF	2	\$0.014145	NA	NA	per foot
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per foot Zone 3 (Urban)		ULNCF	3	\$0.012300	NA	NA	per foot
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per 1,000 feet Zone 1 (Rural)		ULNCH	1	\$ 16.30	NA	NA	per 1,000 feet
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per 1,000 feet Zone 2 (Suburban)		ULNCH	2	\$ 14.15	NA	NA	per 1,000 feet
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per 1,000 feet Zone 3 (Urban)		ULNCH	3	\$ 12.30	NA	NA	per 1,000 feet
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Cross Connect - Interoffice		UKCJX		\$4.60	\$48.59	\$48.59	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice Inquiry		NR9D6		NA	\$335.92	\$335.92	per inquiry



PRICING SHEETS

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
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Routine Modifications of Existing Facilities Charge		(N3RUE)		NA	ICB	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	800 Database - Toll Free Database Query				\$0.0000980	NA	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	800 Database - Call Handling and Destination				\$0.0000181	NA	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual New - Simple		NRBUQ		NA	\$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Change - Simple		NRBUO		NA	\$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Record - Simple		NRBUU		NA	\$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Disconnect - Simple		NRBUW		NA	\$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Expedited - Simple		NRMV1		NA	\$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Customer Not Ready - Simple		NRMV5		NA	\$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Due Date Change or Cancellation - Simple		NRMV3		NA	\$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic New - Simple		NR9W2		NA	\$2.58	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Change - Simple		NR9GG		NA	\$2.56	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Record - Simple		NR9GU		NA	\$0.80	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Disconnect - Simple		NR9GZ		NA	\$1.22	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Expedited Simple		NRMV7		NA	\$2.58	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Customer Not Ready Simple		NRMV9		NA	\$2.58	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Due Date Change or Cancellation Simple		NRMV8		NA	\$2.58	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	PIC Change Charge		NRBL9		NA	\$2.58	\$0.05	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Manual New - Complex		NRBUR		NA	\$91.93	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Manual Change - Complex		NRBUP		NA	\$62.56	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Manual Record - Complex		NRBUV		NA	\$62.17	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Manual Disconnect - Complex		NRBUX		NA	\$52.83	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Manual Expedited - Complex		NRMV2		NA	\$91.93	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Manual Customer Not Ready - Complex		NRMV6		NA	\$91.93	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Manual Due Date Change or Cancellation - Complex		NRMV4		NA	\$91.93	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Electronic New - Complex		NRBGX		NA	\$80.31	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Electronic Change - Complex		NR9G8		NA	\$80.31	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Electronic Record - Complex		NR9G7		NA	\$5.07	NA	

PRICING SHEETS

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
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Electronic Disconnect - Complex		NR9G9		NA	\$27.45	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Electronic Expedited Complex		NRMVX		NA	\$2.58	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Electronic Customer Not Ready - Complex		NRMVY		NA	\$2.58	NA	
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order Charge - Electronic Due Date Change or Cancellation Complex		NRMVZ		NA	\$2.58	NA	
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service				\$2.00	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub Emergency Service				\$2.10	NA	NA	
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV] and Busy Line Verification/Interrupt [BLV/I]) per work second		ZZUO2		\$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
5	TX	EMERGENCY NUMBER SERVICES	For each DS0 E911 Trunk Terminated				\$39.00	\$165.00	\$165.00	for each
11	TX	ODUF/EODUF	Provision of Message Detail a.k.a. Daily Usage File (DUF)				\$0.000323	NA	NA	
10	TX	ALTERNATELY BILLED TRAFFIC	BCR - Per interstate local message				\$0.050	NA	NA	per msg
10	TX	ALTERNATELY BILLED TRAFFIC	BCR - Per local message				\$0.080	NA	NA	
10	TX	ALTERNATELY BILLED TRAFFIC	CH processing charge for service - per originated CH record				\$0.020	NA	NA	per originated CH record
10	TX	ALTERNATELY BILLED TRAFFIC	CH billing message - per message				\$0.050	NA	NA	per message
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Service Charges & Non-Productive Dispatch - Basic Time - per half hour		MVV		NA	\$21.44	\$21.44	per half hour

PRICING SHEETS

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
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Service Charges & Non-Productive Dispatch - Overtime - per half hour		MVV		NA	\$28.01	\$28.01	per half hour
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Service Charges & Non-Productive Dispatch - Premium Time - per half hour		MVV		NA	\$34.59	\$34.59	per half hour
15	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Time and Materials Charges - Basic Time - per half hour		ALK		NA	\$21.44	\$21.44	per half hour
15	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Time and Materials Charges - Overtime - per half hour		ALK		NA	\$28.01	\$28.01	per half hour
15	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Time and Materials Charges - Premium Time - per half hour		ALK		NA	\$34.59	\$34.59	per half hour
15	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Time and Materials Charges - Basic Time - per half hour		ALT		NA	\$21.44	\$21.44	per half hour
15	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Time and Materials Charges - Overtime - per half hour		ALT		NA	\$28.01	\$28.01	per half hour
15	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Time and Materials Charges - Premium Time - per half hour		ALT		NA	\$34.59	\$34.59	per half hour
15	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Time and Materials Charges - Basic Time - per half hour		ALH		NA	\$21.44	\$21.44	per half hour
15	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Time and Materials Charges - Overtime - per half hour		ALH		NA	\$28.01	\$28.01	per half hour
15	TX	UNBUNDLED EXCHANGE ACCESS LOOP	Time and Materials Charges - Premium Time - per half hour		ALH		NA	\$34.59	\$34.59	per half hour
3	TX	STRUCTURE ACCESS	Poles (\$/attachment/yr.)				\$3.59	NA	NA	
3	TX	STRUCTURE ACCESS	Per Foot Conduit Occupancy Fees - Full Duct (\$/ft/yr.)				\$1.56	NA	NA	per foot
3	TX	STRUCTURE ACCESS	Per Foot Conduit Occupancy Fees - Half Duct (\$/ft/yr)				\$0.52	NA	NA	per foot
3	TX	STRUCTURE ACCESS	Poles and Duct - Contract Administration Fee					\$125.00		
3	TX	STRUCTURE ACCESS	Poles and Duct - Administrative Record-Keeping Fee					\$125.00		
3	TX	STRUCTURE ACCESS	Poles and Duct - Unauthorized Attachment Fee							5 Times the Annual Rate per Pole
3	TX	STRUCTURE ACCESS	Poles and Duct - Unauthorized Occupancy Fee							5 Times the Annual Rate per Conduit Foot
3	TX	STRUCTURE ACCESS	Cable Rate				\$ 2.40			Per foot
3	TX	STRUCTURE ACCESS	Per Foot Conduit Occupancy Fees - Full Duct (\$/ft/yr.) (CATV)				\$ 1.56			Per foot
3	TX	STRUCTURE ACCESS	Per Foot Conduit Occupancy Fees - Half Duct (\$/ft/yr.) (CATV)				\$ 0.52			Per foot
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective through 6/30/2014)		ZZUR2		\$ 0.00248700	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2014 – 6/30/2015)		ZZUR2		\$ 0.00189133	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2015 – 6/30/2016)		ZZUR2		\$ 0.00129567	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2016 – 6/30/2017)		ZZUR2		\$0.0007	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2017)		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound Traffic as per FCC 01-131 (Effective Through 6/30/17)		ZZUR2		\$0.000700	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound Traffic as per FCC 01-131 (Effective 7/01/17)		ZZUR2		\$0.000000	NA	NA	MOU
2MR-AT	TX	Transit Traffic Service	Local Transiting		ZZUTN		\$0.000960	NA	NA	per minute of use
2MR-AT	TX	Transit Traffic Service	Optional EAS Transit				\$0.001030	NA	NA	per minute of use
8	TX	BONA FIDE REQUEST	Deposit					\$2,000.00		

PRICING SHEETS

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16	TX	RESALE APPLICABLE DISCOUNTS	Business - Lcoal Exchange Service - Business 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Lcoal Exchange Service - Business - Multi-Line Hunting				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Lcoal Exchange Service - Business - Measured				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Lcoal Exchange Service - Business - Measured (HTG Class of Service)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Customer Operated Pay Telephone (COPT)				0.00%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - EMS - Optional				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Expanded Local Calling (Mandatory)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Extended Area Calling Service - Optional				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - Hotel/Motel Measured Trunk				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - Multi-Line Hunting				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - One element measured, 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - PBX Trunk				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory Extended Area Calling Service (EACS) - 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Anonymous Call Rejection				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Auto Redial				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Auto Redial - Usage Sensitive				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Blocker				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding - Busy Line				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding - Busy Line/Don't Answer				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding - Don't Answer				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Return				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Return - Usage Sensitive				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Trace				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Waiting				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Calling Name				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Calling Number				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - ComCall®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Personalized Ring (1 dependent number)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Personalized Ring (2 dependent numbers - 1st number)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Personalized Ring (2 dependent numbers - 2nd number)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Priority Call				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Remote Access to Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Selective Call Forwarding				21.60%	21.60%		

PRICING SHEETS

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16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Simultaneous Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Speed Calling 8				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Speed Calling 30				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Three Way Calling				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (First Block of 100 - Category 1)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (First Block of 10 - Category 1)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 10 after first 10 - Category 1)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 100 after first 100 - Category 2)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (with dial pulse)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (with Multifrequency)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (with Dual-Tone Multifrequency)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (1st 10 Trunks or access lines)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (11th thru 50th trunk or network access line)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (51st trunk or network access line)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Trunk				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - Area Wide Networking				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - Caller Intellidata®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - Disaster Routing Service				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - Intelligent Redirectsm				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - IntelliNumber				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - Positive ID				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Customer Alerting Enablement				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Grandfathered Services				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Hot Line				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Hunting				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Night Number associated with Telephone Number				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Night Number associated with a Terminal				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Bundled Telecommunications Services (e.g., the Works)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Promotions (Greater than 90 days)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Preferred Number Service				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Telebranch®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - TouchTone (Business)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - TouchTone (Trunk)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Voice Dial				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Warm Line				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Data Services - Gigabit Ethernet Metropolitan Area Network (GigaMAN )				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Data Services - PBX Trunks				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Data Services - DS3				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Digilinesm (ISDN BRI)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Select Video Plus®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Smart Trunksm (ISDN PRI)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - ISDN - SuperTrunk				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Toll - IntraLATA MTS				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Toll - MaxiMizer 800®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Toll - OutWATS				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling - 1+SAVERsm				21.60%	21.60%		

PRICING SHEETS

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16	TX	RESALE APPLICABLE DISCOUNTS	Business - Plexar I®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Plexar II®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Plexar Custom				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Analog Private Lines				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Business Video Service				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - DOVLink				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Frame Relay				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink I®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink II®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink III®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MicroLink I®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Network Reconfiguration Service				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service - Life Line and Link Up America Services				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service - Residence 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service - Residence Measured				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling (Mandatory)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling - Mandatory Extended Area Calling Service (EACS) - 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling - Mandatory EACS - One element measured, 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling - EMS - Optional				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling - Extended Area Calling Service - Optional				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Anonymous Call Rejection				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Auto Redial				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Auto Redial - Usage Sensitive				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Blocker				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Busy Line				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Busy Line/Don't Answer				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Don't Answer				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Return				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Return - Usage Sensitive				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Trace				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Waiting				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Calling Name				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Calling Number				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - ComCall®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (1 dependent number)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (2 dependent numbers - 1st number)				21.60%	21.60%		1st number
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (2 dependent numbers - 2nd number)				21.60%	21.60%		2nd number
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Priority Call				21.60%	21.60%		

PRICING SHEETS

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
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Remote Access to Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Selective Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Simultaneous Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Speed Calling 8				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Three Way Calling				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - ISDN - Digiline sm				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Customer Alerting Enablement				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Grandfathered Services				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Hot Line				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Bundled Telecommunications Services (e.g., the Works)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Promotions (Greater than 90 days)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Preferred Number Service				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - TouchTone				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Voice Dial				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Warm Line				21.60%	21.60%		
16	TX	OTHER RESALE - DIRECTORY ASSISTANCE SERVICES	Directory Assistance Services				21.60%	NA	NA	
16	TX	OTHER RESALE - DIRECTORY ASSISTANCE SERVICES	Local Operator Assistance Services				21.60%	NA	NA	
16	TX	OTHER RESALE - OS/DA AUTOMATED CALL GREETING	Branding - Resellers - Initial/Subsequent Load, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per OCN
16	TX	OTHER RESALE - OS/DA AUTOMATED CALL GREETING	Branding - Resellers - Per Call		ZZUCB		\$0.03	NA	NA	per call
16	TX	REFERENCES/RATES	Rate Reference - Resellers - Initial Load per OCN		NRBDL		NA	\$5,000.00	NA	Per OCN
16	TX	OTHER RESALE - OS/DA REFERENCES/RATES	Rate Reference - Resellers - Subsequent Load per OCN		NRBDM		NA	\$1,500.00		Per OCN
16	TX	RESALE - DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
16	TX	RESALE - DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Home 800sm				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - IntraLATA MTS				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - 900/976 Call Restriction				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - 976 Information Delivery Service				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Access Services				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Additional Directory Listings				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Bill Plus				5%	5%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Cellular Mobile Telephone Interconnection Services				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Company Initiated Suspension Service				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Connections with Terminal Equipment and Communications Equipment				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Consolidated Billing				5%	5%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Construction Charges				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Customer Initiated Suspension Service				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Distance Learning				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Exchange Connection Service				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Maintenance of Service Charges				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Shared Tenant Service				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Telecommunications Service Priority Systems				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll Restriction				21.60%	21.60%		

PRICING SHEETS

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
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Billing Information Data (daily usage) per message				\$0.003	NA		
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Simple conversion charge per billable number				NA	\$16.65		
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic conversion orders per billable number				NA	\$5.00		
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Complex conversion orders per billable number				NA	\$52.55		
12	TX	PHYSICAL COLLOCATION	Caged Real Estate - Site Conditioning		S8FWB			\$9.28		
12	TX	PHYSICAL COLLOCATION	Caged Real Estate - Safety & Security		S8F4N			\$19.56		Per Sq. Ft. of space used by CLEC
12	TX	PHYSICAL COLLOCATION	Caged Real Estate - Floor Space Usage		S8F4L		\$5.97			Per Sq. Ft. of space used by CLEC
12	TX	PHYSICAL COLLOCATION	Caged - Common Systems - Cage		S8F4A		\$0.44	\$59.86		Per Sq. Ft. of space used by CLEC
12	TX	PHYSICAL COLLOCATION	Caged - Planning - Central Office		S8GCA		\$0.09	\$7.55		Per Sq. Ft. of space used by CLEC
12	TX	PHYSICAL COLLOCATION	Caged - Planning		NRFCB			\$5,244.43		Per Request
12	TX	PHYSICAL COLLOCATION	Caged - Planning - Subsequent Inter. Cabling		NRFCF			\$2,267.04		Per Request
12	TX	PHYSICAL COLLOCATION	Caged - Planning - Subsequent Power Cabling		NRFCF			\$2,306.10		Per Request
12	TX	PHYSICAL COLLOCATION	Caged - Planning - Subs. Inter./Power Cabling		NRFCG			\$2,884.60		Per Request
12	TX	PHYSICAL COLLOCATION	Caged - Planning - Non-Standard		NRFCH			\$1,436.00		Per Request
12	TX	PHYSICAL COLLOCATION	Caged - Power Provisioning - Power Panel - 50 Amp							Per Power Panel (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged - Power Provisioning - Power Panel - 200 Amp							Per Power Panel (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged - Power Cable & Infrastructure - Power Cable Rack							Per Four Power Cables or Quad
12	TX	PHYSICAL COLLOCATION	Caged - Power Cable & Infrastructure - 2-10 Amp Feeds		C1F31		\$0.25	\$48.23		Per 2-10 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged - Power Cable & Infrastructure - 2-20 Amp Feeds		S8GF1		\$0.25	\$48.23		Per 2-20 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged - Power Cable & Infrastructure - 2-30 Amp Feeds		C1F32		\$0.25	\$48.23		Per 2-30 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged - Power Cable & Infrastructure - 2-40 Amp Feeds		C1F33		\$0.25	\$48.23		Per 2-40 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged - Power Cable & Infrastructure - 2-50 Amp Feeds		S8GF2		\$0.25	\$48.23		Per 2-50 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged - Power Cable & Infrastructure - 2-100 Amp Feeds		S8GF3		\$0.25	\$48.23		Per 2-100 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged - Equipment Grounding - Ground Cable Placement		S8FCR		\$0.03	\$0.92		Per Sq. Ft. of space used by CLEC
12	TX	PHYSICAL COLLOCATION	Caged - DC Power Amperage Charge - HVAC		S8GCS		\$14.62			Per 10 Amps
12	TX	PHYSICAL COLLOCATION	Caged - DC Power Amperage Charge - Per Amp		S8GCR		\$10.61			Per Amp



PRICING SHEETS

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
12	TX	PHYSICAL COLLOCATION	Caged - Fiber Cable Placement - CO - Fiber Cable		S8FQ9		\$4.85	\$809.13		Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)
12	TX	PHYSICAL COLLOCATION	Caged - Fiber Cable Placement - CO - Entrance Conduit		S8FW5		\$8.76			Per Fiber Cable Sheath
12	TX	PHYSICAL COLLOCATION	Caged - Miscellaneous Costs - Timing Lead (1 pair per circuit)		S8F45		\$0.08	\$14.81		Per Linear Foot, Per pair
12	TX	PHYSICAL COLLOCATION	Caged - Miscellaneous Costs - Bits Timing		S8FQT		\$3.58	\$698.82		Based on two (2) leads per circuit
12	TX	PHYSICAL COLLOCATION	Caged - Miscellaneous Costs - Space Availability Report		NRFCQ			\$168.04		Per Premise
12	TX	PHYSICAL COLLOCATION	Caged - Miscellaneous Costs - Security Access / ID Cards		NRFCM			\$123.35		Per Five Cards
12	TX	PHYSICAL COLLOCATION	Caged - Miscellaneous Costs - Security Access / ID Cards/Expedite		NRFCN			\$203.35		Per Five Cards
12	TX	PHYSICAL COLLOCATION	Caged - Cage Common Costs - AC Circuit Placement		NRL6O			\$5.29		Per Sq. Ft. (CLEC provides cage)
12	TX	PHYSICAL COLLOCATION	Caged - ILEC to CLEC Connection - Voice Grade Arrangement		S8F48		\$3.86	\$156.02		100 Copper Pairs (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged - ILEC to CLEC Connection - Voice Grade Arrangement		S8FWU		\$3.86	\$156.02		100 Shielded Pairs (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged - ILEC to CLEC Connection - DS1 Arrangement - DCS		S8FQM		\$295.42	\$3,105.79		28 DS1 (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged - ILEC to CLEC Connection - DS1 Arrangement - DSX		S8F46		\$6.07	\$486.89		28 DS1 (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged - ILEC to CLEC Connection - DS3 Arrangement - DCS		S8F47		\$115.30	\$1,809.40		1 DS3 (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged - ILEC to CLEC Connection - DS3 Arrangement - DSX		S8FQN		\$5.69	\$116.67		1 DS3 (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged - ILEC to CLEC Connection - Fiber Arrangement		S8FQR		\$3.58	\$698.82		12 Fiber Pairs (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged - CLEC to CLEC Connection - Cable Racking and Hole for Optical		S8GFE		\$0.82			Per Cable
12	TX	PHYSICAL COLLOCATION	Caged - CLEC to CLEC Connection - Cable Racking and Hole for DS1		S8GFF		\$0.57			Per Cable
12	TX	PHYSICAL COLLOCATION	Caged - CLEC to CLEC Connection - Cable Racking and Hole for DS3		S8GFG		\$0.50			Per Cable
12	TX	PHYSICAL COLLOCATION	Caged - CLEC to CLEC Connection - Route Design		NRFCX			\$424.88		
12	TX	PHYSICAL COLLOCATION	Caged - CLEC to CLEC Connection - Connection for DS1		S8GFH		\$0.18			Per 28 Circuits (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged - CLEC to CLEC Connection - Connection for DS3		S8GFJ		\$0.12			Per Circuit (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged - CLEC to CLEC Connection - Connection for Optical		S8GFK		\$0.31			Per Cable (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged - Time Sensitive Activities - Pre-Visits - Colloc. Ser. Mgr. - 2nd Level		NRFCR			\$23.23		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Caged - Time Sensitive Activities - Pre-Visits - Comm. Tech - Craft		NRFCS			\$19.60		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Caged - Time Sensitive Activities - Pre-Visits - CO Manager - 1st Level		NRFCU			\$19.72		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Caged - Time Sensitive Activities - Pre-Visits - Floor Space Planning - 1st Level		NRFCU			\$19.24		Per 1/4 Hour

PRICING SHEETS

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
12	TX	PHYSICAL COLLOCATION	Caged - Construction Visits - Project Manager - 1st Level		NRFCV			\$19.24		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Caged - Construction Visits - Colloc. Ser. Mgr. - 2nd Level		NRFCZ			\$23.23		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Cageless - Real Estate - Site Conditioning		S8FWC			\$92.81		Per Frame (Standard Bay=10 sq ft)
12	TX	PHYSICAL COLLOCATION	Cageless - Real Estate - Safety & Security		S8FWG			\$195.57		Per Frame (Standard Bay=10 sq ft)
12	TX	PHYSICAL COLLOCATION	Cageless - Real Estate - Floor Space Usage		S8F9C		\$64.21			Per Frame (Standard Bay=10 sq ft)
12	TX	PHYSICAL COLLOCATION	Cageless - Common Systems - Cageless		S8FWE		\$9.35	\$760.45		Per Frame (Standard Bay=10 sq ft)
12	TX	PHYSICAL COLLOCATION	Cageless - Planning - Central Office		S8GCB		\$1.13	\$75.54		Per Frame (Standard Bay=10 sq ft)
12	TX	PHYSICAL COLLOCATION	Cageless - Planning		NRFCJ			\$4,601.93		Per Request
12	TX	PHYSICAL COLLOCATION	Cageless - Planning - Subsequent Inter. Cabling		NRFCF			\$2,267.04		Per Request
12	TX	PHYSICAL COLLOCATION	Cageless - Planning - Subsequent Power Cabling		NRFCF			\$2,306.10		Per Request
12	TX	PHYSICAL COLLOCATION	Cageless - Planning - Subs. Inter./Power Cabling		NRFCG			\$2,884.60		Per Request
12	TX	PHYSICAL COLLOCATION	Cageless - Planning - Non-Standard		NRFCF			\$1,436.00		Per Request
12	TX	PHYSICAL COLLOCATION	Cageless - Provisioning - Power Panel - 50 Amp							Per Power Panel (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - Provisioning - Power Panel - 200 Amp							Per Power Panel (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - Power Cable & Infrastructure - Power Cable Rack							Per Four Power Cables or Quad
12	TX	PHYSICAL COLLOCATION	Cageless - Power Cable & Infrastructure - 2-10 Amp Feeds		C1F34		\$0.25	\$48.23		Per 2-10 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - Power Cable & Infrastructure - 2-20 Amp Feeds		S8GF1		\$0.25	\$48.23		Per 2-20 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - Power Cable & Infrastructure - 2-30 Amp Feeds		C1F35		\$0.25	\$48.23		Per 2-30 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - Power Cable & Infrastructure - 2-40 Amp Feeds		C1F36		\$0.25	\$48.23		Per 2-40 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - Power Cable & Infrastructure - 2-50 Amp Feeds		S8GF2		\$0.25	\$48.23		Per 2-50 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - Power Cable & Infrastructure - 2-100 Amp Feeds		S8GF3		\$0.25	\$48.23		Per 2-100 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - Equipment Grounding - Ground Cable Placement		S8GDB		\$0.33	\$15.32		Per Frame
12	TX	PHYSICAL COLLOCATION	Cageless - DC Power Amperage Charge - HVAC		S8GCS		\$14.62			Per 10 Amps
12	TX	PHYSICAL COLLOCATION	Cageless - DC Power Amperage Charge - Per Amp		S8GCR		\$10.61			Per Amp
12	TX	PHYSICAL COLLOCATION	Cageless - DC Power Amperage Charge - CEV, HUT & Cabinets		S8GCT		\$1.27			Per 2 inch mounting space
12	TX	PHYSICAL COLLOCATION	Cageless - Fiber Cable Placement - CO - Fiber Cable		S8FQ9		\$4.85	\$809.13		Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)

PRICING SHEETS

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
12	TX	PHYSICAL COLLOCATION	Cageless - Fiber Cable Placement - CO - Entrance Conduit		S8FW5		\$8.76			Per Fiber Cable Sheath
12	TX	PHYSICAL COLLOCATION	Cageless - CEV, HUT & Cabinets - Fiber Cable Placement		S8GDH			\$53.58		Per Fiber Cable Sheath
12	TX	PHYSICAL COLLOCATION	Cageless - CEV, HUT & Cabinets - Entrance Conduit		S8GDJ		\$2.61			Per Fiber Cable Sheath
12	TX	PHYSICAL COLLOCATION	Cageless - Miscellaneous Cost - Timing Lead (1 pair per circuit)		S8F45		\$0.08	\$14.81		Per Linear Foot, Per pair
12	TX	PHYSICAL COLLOCATION	Cageless - Miscellaneous Cost - Bits Timing		S8FQT		\$3.58	\$698.82		Based on two (2) leads per circuit
12	TX	PHYSICAL COLLOCATION	Cageless - Miscellaneous Cost - Space Availability Report		NRFCQ			\$168.04		Per Premise
12	TX	PHYSICAL COLLOCATION	Cageless - Miscellaneous Cost - Security Access / ID Cards		NRFCM			\$123.35		Per Five Cards
12	TX	PHYSICAL COLLOCATION	Cageless - Miscellaneous Cost - Security Access / ID Cards/Expedite		NRFCN			\$203.35		Per Five Cards
12	TX	PHYSICAL COLLOCATION	Cageless - POT Bay Options - Standard Equipment Bay							Each (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - POT Bay Options - Non-Standard Cabinet Bay							Each (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - POT Bay Options - VF/DS0 Termination Panel							Each (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - POT Bay Options - VF/DS0 Termination Module							Each (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - POT Bay Options - DDP-1 Panel							Each (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - POT Bay Options - DDP-1 Jack Access Card							Each (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - POT Bay Options - DS3/STS-1 Interconnect Panel							Each (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - POT Bay Options - DS3 Interconnect Module							Each (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - POT Bay Options - Fiber Optic Splitter Panel							Each (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - POT Bay Options - Fiber Termination Dual Module							Each (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Cageless - CEV, HUT & Cabinet - 24 Foot CEV		S8GE3		\$1.64			2 Inch Mounting Space
12	TX	PHYSICAL COLLOCATION	Cageless - CEV, HUT & Cabinet - 16 Foot CEV		S8GE4		\$1.77			2 Inch Mounting Space
12	TX	PHYSICAL COLLOCATION	Cageless - CEV, HUT & Cabinet - Maxi-Hut		S8GE1		\$0.77			2 Inch Mounting Space
12	TX	PHYSICAL COLLOCATION	Cageless - CEV, HUT & Cabinet - Mini-Hut		S8GE2		\$1.33			2 Inch Mounting Space
12	TX	PHYSICAL COLLOCATION	Cageless - CEV, HUT & Cabinet - Large Cabinet		S8GEX		\$1.63			2 Inch Mounting Space
12	TX	PHYSICAL COLLOCATION	Cageless - CEV, HUT & Cabinet - Medium Cabinet		S8GEY		\$2.19			2 Inch Mounting Space
12	TX	PHYSICAL COLLOCATION	Cageless - CEV, HUT & Cabinet - Small Cabinet		S8GEZ		\$3.29			2 Inch Mounting Space
12	TX	PHYSICAL COLLOCATION	Cageless - ILEC to CLEC Connection - Voice Grade Arrangement		S8F3E		\$3.86	\$156.02		100 Copper Pairs (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Cageless - ILEC to CLEC Connection - Voice Grade Arrangement		S8FWV		\$3.86	\$156.02		100 Shielded Pairs (CLEC provides cable)

PRICING SHEETS

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
12	TX	PHYSICAL COLLOCATION	Cageless - ILEC to CLEC Connection - DS1 Arrangement - DCS		S8F2J		\$295.42	\$3,105.79		28 DS1 (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Cageless - ILEC to CLEC Connection - DS1 Arrangement - DSX		S8F2P		\$6.07	\$486.89		28 DS1 (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Cageless - ILEC to CLEC Connection - DS3 Arrangement - DCS		S8F21		\$115.30	\$1,809.40		1 DS3 (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Cageless - ILEC to CLEC Connection - DS3 Arrangement - DSX		S8F25		\$5.69	\$116.67		1 DS3 (CLEC provides cable) 12 Fiber Pairs (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Cageless - ILEC to CLEC Connection - Fiber Arrangement		S8F49		\$3.76	\$495.49		
12	TX	PHYSICAL COLLOCATION	Cageless - CLEC to CLEC Connection - Cable Racking and Hole for Optical		S8GFE		\$0.82			Per Cable
12	TX	PHYSICAL COLLOCATION	Cageless - CLEC to CLEC Connection - Cable Racking and Hole for DS1		S8GFF		\$0.57			Per Cable
12	TX	PHYSICAL COLLOCATION	Cageless - CLEC to CLEC Connection - Cable Racking and Hole for DS3		S8GFG		\$0.50			Per Cable
12	TX	PHYSICAL COLLOCATION	Cageless - CLEC to CLEC Connection - Route Design		NRFCX			\$424.88		
12	TX	PHYSICAL COLLOCATION	Cageless - CLEC to CLEC Connection - Connection for DS1		S8GFL		\$0.18	\$0.00		Per 28 Circuits (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Cageless - CLEC to CLEC Connection - Connection for DS3		S8GFM		\$0.12	\$0.00		Per Circuit (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Cageless - CLEC to CLEC Connection - Connection for Optical		S8GFN		\$0.31	\$0.00		Per Cable (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Cageless - CEV, HUT & Cabinet - Project Coordination		NRFCCK			\$631.17		Per CLEC Application
12	TX	PHYSICAL COLLOCATION	Cageless - Time Sensitive Activities - Pre-Visits - Colloc. Ser. Mgr. - 2nd Level		NRFCR			\$23.23		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Cageless - Time Sensitive Activities - Pre-Visits - Comm. Tech - Craft		NRFCSS			\$19.60		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Cageless - Time Sensitive Activities - Pre-Visits - CO Manager - 1st Level		NRFCST			\$19.72		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Cageless - Time Sensitive Activities - Pre-Visits - Floor Space Planning - 1st Level		NRFCU			\$19.24		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Cageless - Construction Visits - Project Manager - 1st Level		NRFCV			\$19.24		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Cageless - Construction Visits - Colloc. Ser. Mgr. - 2nd Level		NRFCZ			\$23.23		Per 1/4 Hour
12	TX	PHYSICAL COLLOCATION	Caged Common - Real Estate - Site Conditioning		S8FWC			\$92.81		Per Frame (Standard Bay=10 sq ft)
12	TX	PHYSICAL COLLOCATION	Caged Common - Real Estate - Safety & Security		S8FWG			\$195.57		Per Frame (Standard Bay=10 sq ft)
12	TX	PHYSICAL COLLOCATION	Caged Common - Real Estate - Floor Space Usage		S8GCO		\$24.87			Per Linear Foot
12	TX	PHYSICAL COLLOCATION	Caged Common - Common Systems - Common		S8GCP		\$3.62	\$294.37		Per Linear Foot
12	TX	PHYSICAL COLLOCATION	Caged Common - Planning - Central Office		S8GCC		\$0.44	\$29.24		Per Linear Foot
12	TX	PHYSICAL COLLOCATION	Caged Common - Planning		NRFCJ			\$4,601.93		Per Request
12	TX	PHYSICAL COLLOCATION	Caged Common - Planning - Subsequent Inter. Cabling		NRFCE			\$2,267.04		Per Request
12	TX	PHYSICAL COLLOCATION	Caged Common - Planning - Subsequent Power Cabling		NRFCF			\$2,306.10		Per Request
12	TX	PHYSICAL COLLOCATION	Caged Common - Planning - Subs. Inter./Power Cabling		NRFCG			\$2,884.60		Per Request
12	TX	PHYSICAL COLLOCATION	Caged Common - Planning - Non-Standard		NRFCH			\$1,436.00		Per Request

PRICING SHEETS

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
12	TX	PHYSICAL COLLOCATION	Caged Common - Provisioning - Power Panel - 50 Amp							Per Power Panel (CLEC provides)
12	TX	PHYSICAL COLLOCATION	Caged Common - Provisioning - Power Panel - 200 Amp							Per Power Panel (CLEC provides)
12	TX	PHYSICAL COLLOCATION	Caged Common - Power Cable & Infrastructure - Power Cable Rack							Per Four Power Cables or Quad
12	TX	PHYSICAL COLLOCATION	Caged Common - Power Cable & Infrastructure - 2-10 Amp Feeds		C1F31		\$0.25	\$48.23		Per 2-10 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged Common - Power Cable & Infrastructure - 2-20 Amp Feeds		S8GF1		\$0.25	\$48.23		Per 2-20 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged Common - Power Cable & Infrastructure - 2-30 Amp Feeds		C1F32		\$0.25	\$48.23		Per 2-30 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged Common - Power Cable & Infrastructure - 2-40 Amp Feeds		C1F33		\$0.25	\$48.23		Per 2-40 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged Common - Power Cable & Infrastructure - 2-50 Amp Feeds		S8GF2		\$0.25	\$48.23		Per 2-50 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged Common - Power Cable & Infrastructure - 2-100 Amp Feeds		S8GF3		\$0.25	\$48.23		Per 2-100 Amp Power Feeds (CLEC Provided)
12	TX	PHYSICAL COLLOCATION	Caged Common - Equipment Grounding - Ground Cable Placement		S8GDC		\$0.13	\$5.93		Per Linear Foot
12	TX	PHYSICAL COLLOCATION	Caged Common - DC Power Amperage Charge - HVAC		S8GCS		\$14.62			Per 10 Amps
12	TX	PHYSICAL COLLOCATION	Caged Common - DC Power Amperage Charge - Per Amp		S8GCR		\$10.61			Per Amp
12	TX	PHYSICAL COLLOCATION	Caged Common - Fiber Cable Placement - CO - Fiber Cable		S8FQ9		\$4.85	\$809.13		Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)
12	TX	PHYSICAL COLLOCATION	Caged Common - Fiber Cable Placement - CO - Entrance Conduit		S8FW5		\$8.76			Per Fiber Cable Sheath
12	TX	PHYSICAL COLLOCATION	Caged Common - Miscellaneous Costs - Timing Lead (1 pair per circuit)		S8F45		\$0.08	\$14.81		Per Linear Foot, Per pair
12	TX	PHYSICAL COLLOCATION	Caged Common - Miscellaneous Costs - Bits Timing		S8FQT		\$3.58	\$698.82		Based on two (2) leads per circuit
12	TX	PHYSICAL COLLOCATION	Caged Common - Miscellaneous Costs - Space Availability Report		NRFCQ			\$168.04		Per Premise
12	TX	PHYSICAL COLLOCATION	Caged Common - Miscellaneous Costs - Security Access / ID Cards		NRFCM			\$123.35		Per Five Cards
12	TX	PHYSICAL COLLOCATION	Caged Common - Miscellaneous Costs - Security Access / ID Cards/Expedite		NRFCN			\$203.35		Per Five Cards
12	TX	PHYSICAL COLLOCATION	Cage Common Costs - Cage Preparation		S8GCJ		\$1.00	\$157.00		Per Linear Foot
12	TX	PHYSICAL COLLOCATION	Caged Common - ILEC to CLEC Connection - Voice Grade Arrangement		S8F3E		\$3.86	\$156.02		100 Copper Pairs (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged Common - ILEC to CLEC Connection - Voice Grade Arrangement		S8FWV		\$3.86	\$156.02		100 Shielded Pairs (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged Common - ILEC to CLEC Connection - DS1 Arrangement - DCS		S8F2J		\$295.42	\$3,105.79		28 DS1 (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged Common - ILEC to CLEC Connection - DS1 Arrangement - DSX		S8F2P		\$6.07	\$486.89		28 DS1 (CLEC provides cable)

PRICING SHEETS

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
12	TX	PHYSICAL COLLOCATION	Caged Common - ILEC to CLEC Connection - DS3 Arrangement - DCS		S8F21		\$115.30	\$1,809.40		1 DS3 (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged Common - ILEC to CLEC Connection - DS3 Arrangement - DSX		S8F25		\$5.69	\$116.67		1 DS3 (CLEC provides cable)
12	TX	PHYSICAL COLLOCATION	Caged Common - ILEC to CLEC Connection - Fiber Arrangement		S8F49		\$3.76	\$495.49		12 Fiber Pairs (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual - Real Estate - Site Conditioning		S8FX5			\$92.81		Per Frame
12	TX	VIRTUAL COLLOCATION	Virtual - Real Estate - Safety & Security		S8FX6			\$195.57		Per Frame
12	TX	VIRTUAL COLLOCATION	Virtual - Real Estate - Floor Space Usage		S8F62		\$28.91			Per Frame
12	TX	VIRTUAL COLLOCATION	Virtual - Common Systems - Standard		S8F64		\$10.75			Per Frame
12	TX	VIRTUAL COLLOCATION	Virtual - Common Systems - Non-Standard		S8F65		\$19.36			Per Cabinet
12	TX	VIRTUAL COLLOCATION	Virtual - Planning		NRM99			\$5,555.76		Per Request
12	TX	VIRTUAL COLLOCATION	Virtual - Planning - Subsequent Inter. Cabling		NRMA3			\$2,224.49		Per Request
12	TX	VIRTUAL COLLOCATION	Virtual - Planning - Subsequent Power Cabling		NRMAA			\$2,303.84		Per Request
12	TX	VIRTUAL COLLOCATION	Virtual - Planning - Subs. Inter./Power Cabling		NRMAX			\$2,882.61		Per Request
12	TX	VIRTUAL COLLOCATION	Virtual - Provisioning - Power Cable & Infrastructure - Power Cable Rack							Per Four Power Cables or Quad
12	TX	VIRTUAL COLLOCATION	Virtual - Provisioning - Power Cable & Infrastructure - 2-10 Amp Feeds		C1F37		\$0.52			Per 2-10 Amp Power Feeds (CLEC Provided)
12	TX	VIRTUAL COLLOCATION	Virtual - Provisioning - Power Cable & Infrastructure - 2-20 Amp Feeds		S8GFO		\$0.52			Per 2-20 Amp Power Feeds (CLEC Provided)
12	TX	VIRTUAL COLLOCATION	Virtual - Provisioning - Power Cable & Infrastructure - 2-30 Amp Feeds		C1F38		\$0.52			Per 2-30 Amp Power Feeds (CLEC Provided)
12	TX	VIRTUAL COLLOCATION	Virtual - Provisioning - Power Cable & Infrastructure - 2-40 Amp Feeds		C1F39		\$0.52			Per 2-40 Amp Power Feeds (CLEC Provided)
12	TX	VIRTUAL COLLOCATION	Virtual - Provisioning - Power Cable & Infrastructure - 2-50 Amp Feeds		S8GFP		\$0.52			Per 2-50 Amp Power Feeds (CLEC Provided)
12	TX	VIRTUAL COLLOCATION	Virtual - Equipment Grounding - Ground Cable Placement		S8F69		\$0.36			Per Frame
12	TX	VIRTUAL COLLOCATION	Virtual - DC Power Amperage Charge - HVAC		S8FXO		\$14.62			Per 10 Amps
12	TX	VIRTUAL COLLOCATION	Virtual - DC Power Amperage Charge - Per Amp		S8FXN		\$10.61			Per Amp
12	TX	VIRTUAL COLLOCATION	Virtual - DC Power Amperage Charge - CEV, HUT & Cabinets		S8FXP		\$1.27			Per 2 inch mounting space
12	TX	VIRTUAL COLLOCATION	Virtual Fiber Cable Placement - CO - Fiber Cable		S8F8F		\$11.01	\$1,971.42		Per Fiber Cable Sheath
12	TX	VIRTUAL COLLOCATION	Virtual Fiber Cable Placement - CO - Entrance Conduit		S8F8G		\$8.17			Per Fiber Cable Sheath
12	TX	VIRTUAL COLLOCATION	Virtual - CEV, HUT & Cabinets - Fiber Cable Placement		S8FXQ			\$53.58		Per Fiber Cable Sheath
12	TX	VIRTUAL COLLOCATION	Virtual - CEV, HUT & Cabinets - Entrance Conduit		S8FXR		\$2.61			Per Fiber Cable Sheath
12	TX	VIRTUAL COLLOCATION	Virtual - Miscellaneous Costs - Timing Lead (1 pair per circuit)		S8FXT		\$0.08	\$14.81		Per Linear Foot, Per pair
12	TX	VIRTUAL COLLOCATION	Virtual - Miscellaneous Costs - Bits Timing		S8FXS		\$3.58	\$698.82		Based on two (2) leads per circuit
12	TX	VIRTUAL COLLOCATION	Virtual Frame Options - Standard Equipment Bay							Each (CLEC Provided)
12	TX	VIRTUAL COLLOCATION	Virtual CEV, HUT & Cabinet - 24 Foot CEV		S8FXZ		\$1.64			2 Inch Mounting Space
12	TX	VIRTUAL COLLOCATION	Virtual CEV, HUT & Cabinet - 16 Foot CEV		S8FY6		\$1.77			2 Inch Mounting Space

PRICING SHEETS

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
12	TX	VIRTUAL COLLOCATION	Virtual CEV, HUT & Cabinet - Maxi-Hut		S8FXX		\$0.77			2 Inch Mounting Space
12	TX	VIRTUAL COLLOCATION	Virtual CEV, HUT & Cabinet - Mini-Hut		S8FXY		\$1.33			2 Inch Mounting Space
12	TX	VIRTUAL COLLOCATION	Virtual CEV, HUT & Cabinet - Large Cabinet		S8FXU		\$1.63			2 Inch Mounting Space
12	TX	VIRTUAL COLLOCATION	Virtual CEV, HUT & Cabinet - Medium Cabinet		S8FXV		\$2.19			2 Inch Mounting Space
12	TX	VIRTUAL COLLOCATION	Virtual CEV, HUT & Cabinet - Small Cabinet		S8FXW		\$3.29			2 Inch Mounting Space
12	TX	VIRTUAL COLLOCATION	Virtual ILEC to CLEC Connection - Voice Grade Arrangement		S8F82		\$3.86	\$225.02		100 Copper Pairs (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual ILEC to CLEC Connection - Voice Grade Arrangement		S8F83		\$3.86	\$225.02		100 Shielded Pairs (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual ILEC to CLEC Connection - DS1 Arrangement - DCS		S8F8X		\$295.42	\$3,496.22		28 DS1 (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual ILEC to CLEC Connection - DS1 Arrangement - DSX		S8F8Y		\$6.07	\$651.13		28 DS1 (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual ILEC to CLEC Connection - DS3 Arrangement - DCS		S8F8Z		\$115.30	\$2,186.12		1 DS3 (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual ILEC to CLEC Connection - DS3 Arrangement - DSX		S8F81		\$5.69	\$204.42		1 DS3 (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual ILEC to CLEC Connection - Fiber Arrangement		S8F84		\$10.47	\$152.71		12 Fiber Pairs (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual to Virtual Connection - Cable Racking and Hole for Optical		S8FY7		\$0.90			Per Cable
12	TX	VIRTUAL COLLOCATION	Virtual to Virtual Connection - Cable Racking and Hole for DS1		S8FY8		\$0.49			Per Cable
12	TX	VIRTUAL COLLOCATION	Virtual to Virtual Connection - Cable Racking and Hole for DS3		S8FY9		\$0.35			Per Cable
12	TX	VIRTUAL COLLOCATION	Virtual to Virtual Connection - Route Design		NRLWF			\$463.36		
12	TX	VIRTUAL COLLOCATION	Virtual to Virtual Connection - Connection for DS1		S8GFQ		\$0.41	\$0.00		Per 28 Circuits (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual to Virtual Connection - Connection for DS3		S8GFR		\$0.27	\$0.00		Per Circuit (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual to Virtual Connection - Connection for Optical		S8GFS		\$0.81	\$0.00		Per Cable (CLEC provides cable)
12	TX	VIRTUAL COLLOCATION	Virtual - CEV, HUT & Cabinet - Project Coordination		NRFCX			\$631.17		Per CLEC Application Augment
12	TX	VIRTUAL COLLOCATION	Virtual - Equipment Maintenance & Security Escort - CO Type - Staffed CO During Normal Business Hours		NRMHK			\$15.15		Per 1/4 Hour
12	TX	VIRTUAL COLLOCATION	Virtual - Equipment Maintenance & Security Escort - CO Type - Staffed CO During Outside Normal Business Hours		NRMHN			\$242.35		4 Hour Minium - Initial
12	TX	VIRTUAL COLLOCATION	Virtual - Equipment Maintenance & Security Escort - CO Type - Staffed CO During Outside Normal Business Hours		NRMJ7			\$15.15		Per 1/4 Hour - Additional
12	TX	VIRTUAL COLLOCATION	Virtual - Equipment Maintenance & Security Escort - CO Type - Not Staffed CO/RT During Normal Business Hours		NRMJ8			\$15.15		Per 1/4 Hour

PRICING SHEETS

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
12	TX	VIRTUAL COLLOCATION	Virtual - Equipment Maintenance & Security Escort - CO Type - Not Staffed CO/RT During Outside Normal Business Hours		NRMJ9			\$242.35		4 Hour Minium - Initial
12	TX	VIRTUAL COLLOCATION	Virtual - Equipment Maintenance & Security Escort - CO Type - Not Staffed CO/RT During Outside Normal Business Hours		NRML7			\$15.15		Per 1/4 Hour - Additional
12	TX	VIRTUAL COLLOCATION	Virtual CEV, HUT & Cabinet - Per Visit		NRMJ9			\$242.35		4 Hour Minium - Initial
12	TX	VIRTUAL COLLOCATION	Virtual CEV, HUT & Cabinet - Per Visit		NRML7			\$15.15		Per 1/4 Hour - Additional
12	TX	VIRTUAL COLLOCATION	Virtual Additional Labor Elements - Training - Communications Tech		NRMCD			\$39.21		Per 1/2 Hour
12	TX	VIRTUAL COLLOCATION	Virtual Additional Labor Elements - Training - CO Manager		NRME9			\$39.45		Per 1/2 Hour
12	TX	VIRTUAL COLLOCATION	Virtual Additional Labor Elements - Training - Power Engineer		NRMF9			\$38.47		Per 1/2 Hour
12	TX	VIRTUAL COLLOCATION	Virtual Additional Labor Elements - Training - Equipment Engineer		NRMHJ			\$38.47		Per 1/2 Hour
12	TX	VIRTUAL COLLOCATION	Virtual Equipment Evaluation Cost - Equipment Engineer		NRMO9			\$38.47		Per 1/2 Hour
12	TX	VIRTUAL COLLOCATION	Virtual Test & Acceptance - Communications Tech		NRMP2			\$39.21		Per 1/2 Hour
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Planning - Initial		NRFA1			\$9,268.73		Per Request
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Planning - Subsequent		NRFA2			\$1,606.77		Per Request
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Real Estate - Land Rental		S8GEN		\$0.44			Per Square Foot
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Provisioning - Power Cable & Infrastructure - 2-100 Amp Feeds							Per 2-100 Amp Power Feeds (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Provisioning - Power Cable & Infrastructure - 2-200 Amp Feeds							Per 2-200 Amp Power Feeds (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Provisioning - Power Cable & Infrastructure - 2-300 Amp Feeds							Per 2-300 Amp Power Feeds (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Provisioning - Power Cable & Infrastructure - 2-400 Amp Feeds							Per 2-400 Amp Power Feeds (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - AC Service - Extension of 100 Amp AC Service (Opt.)		NRFCW			\$6,447.00		Per Request
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - AC Service - AC Usage		S8GEO		\$0.05			Per KWH
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - DC Power Amperage Charge - Per Amp		S8GCR		\$10.61			Per Amp
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Fiber Cable Placement - Fiber Installation		S8GF4		\$2.13	\$488.48		Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Fiber Cable Placement - Entrance Fiber Racking		S8GDG		\$1.55			Per Rack/Conduit Duct
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Cable Rack - DC Power Cable Rack		S8GEP		\$13.64	\$2,667.22		Per Rack
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Fiber Cable Rack		S8GEQ		\$20.63			Per Rack
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Cable Rack - Interconnection Arrangement (Copper) Racking		S8GER		\$30.63			Per Rack
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Conduit Placement - DC Power Cable Rack		S8GES			\$7,386.71		Per Rack



PRICING SHEETS

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
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Conduit Placement - Fiber Cable Rack		S8GET			\$4,711.89		Per Rack
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - Conduit Placement - Interconnection Arrangement (Copper) Racking		S8GEU			\$5,545.50		Per Rack
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - ILEC to CLEC Connection - Voice Grade Arrangement		S8F3G		\$3.86	\$156.02		100 Copper Pairs (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - ILEC to CLEC Connection - Voice Grade Arrangement		S8FWW		\$3.86	\$156.02		100 Shielded Pairs (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - ILEC to CLEC Connection - DS1 Arrangement - DCS		S8F2L		\$295.42	\$3,105.79		28 DS1 (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - ILEC to CLEC Connection - DS1 Arrangement - DSX		S8F2R		\$6.07	\$486.89		28 DS1 (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - ILEC to CLEC Connection - DS3 Arrangement - DCS		S8F23		\$115.30	\$1,809.40		1 DS3 (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - ILEC to CLEC Connection - DS3 Arrangement - DSX		S8F27		\$5.69	\$116.67		1 DS3 (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent On-Site - ILEC to CLEC Connection - Fiber Arrangement		S8F3N		\$3.76	\$495.49		12 Fiber Pairs (CLEC provides cable)
12	TX	ADJACENT COLLOCATION	Adjacent Off-Site - Planning		NRFA3			\$1,254.32		Per Request
12	TX	ADJACENT COLLOCATION	Adjacent Off-Site - Conduit Space		S8GEW		\$1.17			Per Innerduct
12	TX	ADJACENT COLLOCATION	Adjacent Off-Site - ILEC to CLEC Connection - Voice Grade/DS0 Arrangement		S8GF5		\$311.43			900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)
12	TX	ADJACENT COLLOCATION	Adjacent Off-Site - ILEC to CLEC Connection - DS1 Arrangement - DCS		S8GF6		\$439.96			28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)
12	TX	ADJACENT COLLOCATION	Adjacent Off-Site - ILEC to CLEC Connection - DS1 Arrangement - DSX		S8GF7		\$35.03			28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)
12	TX	ADJACENT COLLOCATION	Adjacent Off-Site - ILEC to CLEC Connection - DS1 Arrangement - MDF		S8GF8		\$311.43			450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)
12	TX	ADJACENT COLLOCATION	Adjacent Off-Site - ILEC to CLEC Connection - Fiber Arrangement		S8GF9		\$9.02			12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)
12	TX	COLLOCATION	Complete Space Discontinuance - Application Fee		NRFX1			\$503.95		Per Request
12	TX	COLLOCATION	Complete Space Discontinuance - Project Management Fee - Complete Space Discontinuance		NRFX2			\$2,883.10		Per Request
12	TX	COLLOCATION	Complete Space Discontinuance - Remove Fiber Jumpers		NRFX3			\$18.79		Per linear foot
12	TX	COLLOCATION	Complete Space Discontinuance - Remove Fiber Cables		NRFX4			\$14.43		Per linear foot
12	TX	COLLOCATION	Complete Space Discontinuance - Remove VF/DS0 Cable		NRFX5			\$2.60		Per linear foot

PRICING SHEETS

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
12	TX	COLLOCATION	Complete Space Discontinuance - Remove DS1 Cable		NRFX6			\$4.89		Per linear foot
12	TX	COLLOCATION	Complete Space Discontinuance - Remove DS3 Cable (Coax)		NRFX7			\$3.57		Per linear foot
12	TX	COLLOCATION	Complete Space Discontinuance - Remove Timing Cable		NRFX8			\$9.64		Per Request
12	TX	COLLOCATION	Complete Space Discontinuance - Remove Power Cable-50AMP feed & below		NRFX9			\$24.76		Per linear foot
12	TX	COLLOCATION	Complete Space Discontinuance - Remove Power Cable-100AMP feed & above		NRFXA			\$22.73		Per linear foot
12	TX	COLLOCATION	Complete Space Discontinuance - Remove Cage Grounding Material		NRFXB			\$1,462.85		Each grounding lead & ground bar
12	TX	COLLOCATION	Complete Space Discontinuance - Remove Fiber Entrance Cable		NRFXC			\$1,664.00		Per cable removal job
12	TX	COLLOCATION	Complete Space Discontinuance - Infrastructure Maps & Records		NRFXD			\$104.00		Per cable removal job
12	TX	COLLOCATION	Complete Space Discontinuance - Engineering Work Order		NRFXE			\$104.00		Per cable removal job
12	TX	COLLOCATION	Complete Space Discontinuance - Work Group Information Distribution		NRFXF			\$104.00		Per cable removal job
12	TX	COLLOCATION	Complete Space Discontinuance - Restore Floor Tile – per Standard Bay		NRFXG			\$71.79		Per Standard Bay
12	TX	COLLOCATION	Complete Space Discontinuance - Floor Restoration Contractor Trip Charge		NRFXH			\$144.63		Per trip
12	TX	COLLOCATION	Complete Space Discontinuance - Restore Floor Tile		NRFXJ			\$81.53		Per Non-Standard Bay
12	TX	COLLOCATION	Space Reassignment/Restenciling - Application Fee		NRFXK			\$503.95		Per Request
12	TX	COLLOCATION	Space Reassignment/Restenciling - Project Management Fee – Space Reassignment		NRFXL			\$2,883.10		Per Request
12	TX	COLLOCATION	Space Reassignment/Restenciling - Restencil DS0/DSL Block		NRFXM			\$15.33		Per 100 pair block
12	TX	COLLOCATION	Space Reassignment/Restenciling - Restencil DS1 Block		NRFXN			\$6.02		Per 28 DS1s
12	TX	COLLOCATION	Space Reassignment/Restenciling - Restencil DS3 Coax Cable		NRFXO			\$4.90		Per cable
12	TX	COLLOCATION	Space Reassignment/Restenciling - Restencil Fiber Cable Block		NRFXP			\$91.95		Per 12 pair cable
12	TX	COLLOCATION	Space Reassignment/Restenciling - Restencil Fiber Jumper Block		NRFXQ			\$61.30		Per 4 jumpers
12	TX	COLLOCATION	Space Reassignment/Restenciling - Restencil Power and tag cables		NRFXR			\$107.28		Per 1-4 feeds
12	TX	COLLOCATION	Space Reassignment/Restenciling - Restencil Timing Source and tag cable		NRFXS			\$122.60		Per cable
12	TX	COLLOCATION	Space Reassignment/Restenciling - Timing Record Book Update		NRFXT			\$45.98		Per element
12	TX	COLLOCATION	Space Reassignment/Restenciling - Interconnection Records Update		NRFXU			\$296.61		Per element
12	TX	COLLOCATION	Space Reassignment/Restenciling - Power Records Update		NRFXV			\$355.94		Per element
12	TX	COLLOCATION	Space Reassignment/Restenciling - Vendor Engineering		NRFXW			\$711.88		Per Space Reassignment job
12	TX	COLLOCATION	Power Reduction (Cable Removal) - Application Fee		NRFXX			\$503.95		Per Request
12	TX	COLLOCATION	Power Reduction (Cable Removal) - Project Management Fee – Power Reduction(cable removal)		NRFXY			\$2,220.45		Per Request
12	TX	COLLOCATION	Power Reduction (Cable Removal) - Remove Power Cable-50AMP feed & below		NRFXZ			\$24.76		Per linear foot

PRICING SHEETS

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
12	TX	COLLOCATION	Power Reduction (Cable Removal) - Remove Power Cable-100AMP feed & above		NRFY1			\$22.73		Per linear foot
12	TX	COLLOCATION	Power Reduction (Refusing only) - Application Fee		NRFY2			\$503.95		Per Request
12	TX	COLLOCATION	Power Reduction (Refusing only) - Project Management Fee – Power Refusing Only		NRFY3			\$1,562.80		50AMP A&B feeds & below
12	TX	COLLOCATION	Power Reduction (Refusing only) - Project Management Fee – Power Refusing Only		NRFY4			\$2,004.57		100AMP A&B feeds & above
12	TX	COLLOCATION	Power Reduction (Refusing only) - Power Fuse Reductions on Company BDFB		NRFY5			\$367.81		50AMP A&B feeds & below
12	TX	COLLOCATION	Power Reduction (Refusing only) - Restencil Power and tag cables		NRFY6			\$107.28		Per 1-4 feeds
12	TX	COLLOCATION	Power Reduction (Refusing only) - Power Records Update		NRFY7			\$355.94		Per element
12	TX	COLLOCATION	Power Reduction (Refusing only) - Vendor Engineering		NRFY8			\$711.88		Per Space
12	TX	COLLOCATION	Power Reduction (Refusing only) - Power Fuse Reductions on Power Board		NRFY9			\$490.41		Reassignment job
12	TX	COLLOCATION	Power Reduction (Refusing only) - Restencil Power and tag cables		NRFYA			\$107.28		100AMP A&B feeds & above
12	TX	COLLOCATION	Power Reduction (Refusing only) - Power Records Update		NRFYB			\$355.94		Per 1-4 feeds
12	TX	COLLOCATION	Power Reduction (Refusing only) - Vendor Engineering		NRFYC			\$711.88		Per element
12	TX	COLLOCATION	Interconnection Termination Reduction - Application Fee		NRFYD			\$503.95		Per Space
12	TX	COLLOCATION	Interconnection Termination Reduction - Project Management Fee – Interconnection Cable Reduction		NRFYE			\$2,441.33		Reassignment job
12	TX	COLLOCATION	Interconnection Termination Reduction - Remove VF/DS0 Cable		NRFYF			\$2.60		Per Request
12	TX	COLLOCATION	Interconnection Termination Reduction - Remove DS1 Cable		NRFYG			\$4.89		Per Request
12	TX	COLLOCATION	Interconnection Termination Reduction - Remove DS3 Cable (Coax)		NRFYH			\$3.57		Per linear foot
12	TX	COLLOCATION	Interconnection Termination Reduction - Remove Fiber Cables		NRFYJ			\$14.43		Per linear foot
12	TX	COLLOCATION	Interconnection Termination Reduction - Remove Fiber Jumpers		NRFYK			\$18.79		Per linear foot
2MR-AT	TX	ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facilities Zone 1 (Rural)	UZ1	UENHX	1	\$ 76.96	\$ 73.25	\$ 26.68	
2MR-AT	TX	ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facilities Zone 2 (Suburban)	UZ1	UENHX	2	\$ 75.81	\$ 73.25	\$ 26.68	
2MR-AT	TX	ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facilities Zone 3 (Urban)	UZ1	UENHX	3	\$ 76.22	\$ 73.25	\$ 26.68	
2MR-AT	TX	ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facilities Zone 1 (Rural)	UZ3	UENJX	1	\$ 458.44	\$ 395.57	\$ 175.57	
2MR-AT	TX	ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facilities Zone 2 (Suburban)	UZ3	UENJX	2	\$ 362.87	\$ 395.57	\$ 175.57	
2MR-AT	TX	ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facilities Zone 3 (Urban)	UZ3	UENJX	3	\$ 286.29	\$ 395.57	\$ 175.57	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facility Mileage, First Mile - Zone 1 (Rural)	UZ1	(ULNHS)	1	\$ 34.08	\$ 52.91	\$ 28.43	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facility Mileage, First Mile - Zone 2 (Suburban)	UZ1	(ULNHS)	2	\$ 32.55	\$ 52.91	\$ 28.43	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facility Mileage, First Mile - Zone 3 (Urban)	UZ1	(ULNHS)	3	\$ 33.76	\$ 52.91	\$ 28.43	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facility Mileage, First Mile - Interzone	UZ1	(ULNHS)	1	\$ 44.32	\$ 52.91	\$ 28.43	

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facility Mileage, Each Additional Mile - Zone 1 (Rural)	UZ1	(ULNHS)	1	\$ 0.13	\$0.00	\$0.00	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facility Mileage, Each Additional Mile - Zone 2 (Suburban)	UZ1	(ULNHS)	2	\$ 0.11	\$0.00	\$0.00	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facility Mileage, Each Additional Mile - Zone 3 (Urban)	UZ1	(ULNHS)	3	\$ 0.10	\$0.00	\$0.00	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS1 Entrance Facility Mileage, Each Additional Mile - Interzone	UZ1	(ULNHS)	I	\$ 0.10	\$0.00	\$0.00	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facility Mileage, First Mile - Zone 1 (Rural)	UZ3	(ULNJS)	1	\$ 199.77	\$ 81.05	\$ 65.73	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facility Mileage, First Mile - Zone 2 (Suburban)	UZ3	(ULNJS)	2	\$ 179.53	\$ 81.05	\$ 65.73	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facility Mileage, First Mile - Zone 3 (Urban)	UZ3	(ULNJS)	3	\$ 194.60	\$ 81.05	\$ 65.73	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facility Mileage, First Mile - Interzone	UZ3	(ULNJS)	I	\$ 308.37	\$ 81.05	\$ 65.73	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facility Mileage, Each Additional Mile - Zone 1 (Rural)	UZ3	(ULNJS)	1	\$ 3.96	\$0.00	\$0.00	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facility Mileage, Each Additional Mile - Zone 2 (Suburban)	UZ3	(ULNJS)	2	\$ 3.20	\$0.00	\$0.00	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facility Mileage, Each Additional Mile - Zone 3 (Urban)	UZ3	(ULNJS)	3	\$ 2.91	\$0.00	\$0.00	
2MR-AT	TX	ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION	DS3 Entrance Facility Mileage, Each Additional Mile - Interzone	UZ3	(ULNJS)	I	\$ 2.78	\$0.00	\$0.00	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	UZ1	ULNHS	1	\$ 34.08	\$ 52.91	\$ 28.43	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	UZ1	ULNHS	2	\$ 32.55	\$ 52.91	\$ 28.43	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	UZ1	ULNHS	3	\$ 33.76	\$ 52.91	\$ 28.43	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS1 Interoffice Transport, First Mile - Interzone	UZ1	ULNHS	I	\$ 44.32	\$ 52.91	\$ 28.43	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	UZ1	ULNHS	1	\$ 0.13	\$0.00	\$0.00	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	UZ1	ULNHS	2	\$ 0.11	\$0.00	\$0.00	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	UZ1	ULNHS	3	\$ 0.10	\$0.00	\$0.00	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS1 Interoffice Transport, Each Additional Mile - Interzone	UZ1	ULNHS	I	\$ 0.10	\$0.00	\$0.00	

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	UZ3	ULNJS	1	\$ 199.77	\$ 81.05	\$ 65.73	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	UZ3	ULNJS	2	\$ 179.53	\$ 81.05	\$ 65.73	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	UZ3	ULNJS	3	\$ 194.60	\$ 81.05	\$ 65.73	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS3 Interoffice Transport, First Mile - Interzone	UZ3	ULNJS	I	\$ 308.37	\$ 81.05	\$ 65.73	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	UZ3	ULNJS	1	\$ 3.96	\$0.00	\$0.00	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	UZ3	ULNJS	2	\$ 3.20	\$0.00	\$0.00	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	UZ3	ULNJS	3	\$ 2.91	\$0.00	\$0.00	
2MR-AT	TX	INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-SERVING WIRECENTER OFFICE	DS3 Interoffice Transport, Each Additional Mile - Interzone	UZ3	ULNJS	I	\$ 2.78	\$0.00	\$0.00	
2MR-AT	TX	MULTIPLEXING	DS3 to DS1	UZ3	UM4AX		\$ 322.06	\$ 41.71	\$ 20.01	

# AT&T Wholesale Amendment

**AMENDMENT**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS**

**AND**

**PS LIGHTWAVE, INC.**



Signature: eSigned - Rhonda Cumming

Signature: eSigned - William Bockelman

Name: eSigned - Rhonda Cumming  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: President  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 17 Jan 2017

Date: 17 Jan 2017

PS LightWave, Inc.

Southwestern Bell Telephone Company d/b/a AT&T  
TEXAS by AT&T Services, Inc., its authorized agent

State	CLEC OCN
TEXAS	597H

Description	ACNA Code(s)
ACNA(s)	XPH



**AMENDMENT TO THE AGREEMENT  
BETWEEN  
PHONOSCOPE LIGHT WAVE, INC.  
AND  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS**

This amendment (“Amendment”) amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T TEXAS (“AT&T”) and Phonoscope Light Wave, Inc. (“CLEC”). AT&T and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

**WHEREAS**, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), approved October 15, 2015 and as subsequently amended (“Agreement”); and

**WHEREAS**, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 (“FCC Lifeline Order”); and

**WHEREAS**, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks*, WC Docket No. 14-192, Released December 28, 2015 (“FCC US Telecom Forbearance Order”), and

**WHEREAS**, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016, and

**WHEREAS**, Phonoscope Light Wave, Inc. has changed its name to “PS LightWave, Inc.”, 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 - Customer Information Services and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
  - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget’s (OMB) approval.
3. **Forbearance**
  - 3.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
4. **Customer Information Services (CIS)**
  - 4.1. With the exception of 5.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
  - 4.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
  - 4.3. **Add the following provisions to the Attachment or Appendix for Resale**

- CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
- CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
5. AT&T shall reflect that name change from "Phonoscope Light Wave, Inc." to "PS LIGHTWAVE, Inc." only for the main billing account (header card) for each of the accounts previously billed to Phonoscope. 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, PS LIGHTWAVE affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Phonoscope with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
6. Once this Amendment is effective, PS LIGHTWAVE shall operate with AT&T under the "PS LIGHTWAVE, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under PS LIGHTWAVE, and labeling (including re-labeling) equipment and facilities with PS LIGHTWAVE. 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 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 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).

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 Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

**ATTACHMENT 06 – OPERATOR SERVICES AND  
DIRECTORY ASSISTANCE  
(f/k/a CUSTOMER INFORMATION SERVICES)**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction .....	3
2.0 Definitions .....	3
3.0 Operator Services (OS) / Directory Assistance (DA).....	4
4.0 Listings .....	7
5.0 General Conditions for Operator Services (OS), Directory Assistance (DA).....	9
6.0 Termination – Entire Attachment 06 – Operator Assistance and Directory Assistance Services .....	9

## 1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

## 2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

### **3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)**

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
  - 3.3.6.1 Operator Service Trunks:
    - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
  - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
    - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
    - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
    - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
  - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
  - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
  - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
  - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect



at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
  - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTO), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
  - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
  - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
  - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

## 4.0 LISTINGS

### 4.1 General Provisions:

- 4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

### 4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

#### 4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

#### 4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

#### 4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:
- 4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.8 General Conditions for Listings:
- 4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

## **5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)**

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

## **6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES**

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS  
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub Emergency Service				\$2.10	NA	NA	
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN

INTERCONNECTION AMENDMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

AND

PS LIGHTWAVE, INC.

Signature: eSigned - Rhonda Cook

Signature: eSigned - William Bockelman

Name: eSigned - Rhonda Cook  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: President & CEO  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 17 Mar 2020

Date: 18 Mar 2020

PS LightWave, Inc.

Southwestern Bell Telephone Company d/b/a AT&T  
TEXAS by AT&T Services, Inc., its authorized agent

AMENDMENT TO THE AGREEMENT  
BETWEEN  
PS LIGHTWAVE, INC.  
AND  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T") and PS LightWave, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed September 18, 2015 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
  - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
    - i. to the same End User; and
    - ii. at that same End User's existing location;
    - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
  - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
    - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
    - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or



- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
    - iv. disconnect.
  - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
  - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
- 5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
  - i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
  - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
  - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
  - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
- 6. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
- 7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
- 11. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval

by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

# ATTACHMENT 16b – 251(b)(1) RESALE

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 INTRODUCTION.....	3
2.0 GENERAL PROVISIONS.....	3
3.0 PRICING AND DISCOUNTS.....	4
4.0 RESPONSIBILITIES OF PARTIES.....	4
5.0 BILLING AND PAYMENT OF RATES AND CHARGES .....	5
6.0 ANCILLARY SERVICES.....	6
7.0 SUSPENSION OF SERVICE .....	6

## 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
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Disconnect		NKCT1	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Disconnect		NKCT8	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Disconnect		NKCT9	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX	
TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG - Disconnect		NKCTC	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX	

## Exhibit A

<b>State</b>	<b>Product</b>	<b>Rate Element Description</b>	<b>COS (Class of Service)</b>	<b>USOC</b>	<b>Zone</b>
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6	