INTERCONNECTION AGREEMENT-TEXAS

between

SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SBC TEXAS

and

CLEC

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SBC TEXAS
AND
CLEC

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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[1] ("SBC TEXAS"), a Texas Limited Partnership, having its principal office at 175 E. Houston, San Antonio, Texas 78205 (collectively the Parties). This Agreement is the result of an arbitration in Docket No. 28821 between SBC TEXAS and the CLEC Joint Petitioners.

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement) is dated as of _____, 2005 by and between SBC TEXAS and CLEC only to the extent that SBC TEXAS provides Telephone Exchange Services as an ILEC in Texas and shall apply only to the state of Texas.

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, Meriplex Telecom, LLC has adopted the Logix Communications agreement for the State of Texas ("the MFN Agreement").

WHEREAS, pursuant to the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of SBC TEXAS services and for the provision by SBC TEXAS 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, SBC TEXAS 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, SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS' duties under the Act; and

[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Texas as "AT&T Texas". As explained in the added WHEREAS clause, this agreement is an MFN by Meriplex Telecom, LLC into an Interconnection Agreement previously entered into by AT&T Texas' predecessor and another CLEC (the "Original Parties"). As such, except for the first paragraph of this agreement and the added WHEREAS clause, this agreement shall refer to the Original Parties, but it shall be executed by Meriplex Telecom, LLC and AT&T Texas.

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 SBC TEXAS hereby agree as follows:

1. INTRODUCTION

1.1# CLEC's current Interconnection Agreement sets forth the terms and conditions pursuant to which SBC TEXAS agrees to provide CLEC with access to unbundled network elements (UNEs), Collocation and Resale in SBC TEXAS' incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that SBC TEXAS is only obligated to make available UNEs, Collocation and Resale to CLEC in SBC TEXAS' incumbent local exchange areas. SBC TEXAS has no obligation to provide UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC TEXAS' incumbent local exchange areas. In addition, SBC TEXAS is not obligated to provision UNEs, Collocation and Resale or provide any other rights under Section 251(c) of the Act outside of SBC TEXAS' 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 SBC TEXAS 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 SBC TEXAS' 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 SBC TEXAS 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 SBC TEXAS 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, SBC TEXAS will not discontinue, as to CLEC, any Unbundled Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, SBC TEXAS 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 SBC TEXAS' 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 SBC TEXAS to CLEC as set forth in and during the term of this Agreement.

1.5 SBC TEXAS 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, SBC TEXAS 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 SBC TEXAS 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 as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement 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; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under 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 five (5) years 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. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may 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 SBC TEXAS written confirmation if CLEC wishes to pursue a successor agreement with SBC TEXAS or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with SBC TEXAS, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with SBC TEXAS 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 SBC TEXAS in its, as applicable, Notice of Expiration or the written confirmation required after receipt of SBC TEXAS' 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.

2.2.2 Notwithstanding anything to the contrary in this Section 2, pursuant to Merger Commitment No. 4 under "Reducing Transaction Costs Associated with Interconnection Agreements," ordered by the FCC effective December 29, 2006 in connection with its approval of the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment No. 4"), the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from August 29, 2010 until August 29, 2013 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration

Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Logix, by AT&T Texas pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

2.3 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 SBC TEXAS 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.

2.5 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, SBC TEXAS 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, SBC TEXAS 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. SBC TEXAS and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to SBC TEXAS in connection with this transition of service.

3. CHANGE IN LAW/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. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the following, as of January 23, 2004, which is the date this Agreement is filed for arbitration with the Commission: the Act, the applicable rules, regulations and Orders promulgated under the Act by the FCC, and applicable Texas statutes, rules, regulations and Commission orders, and judicial decisions by courts of competent jurisdiction interpreting and applying said federal and Texas statutes, rules, regulations and Orders. 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) that are issued, rendered, or adopted after January 23,

2004. Additionally, each Party expressly reserves its intervening law rights relating to the following actions: the impairment proceedings that will be heard before the Commission and any pending appeals that relate to, or arise from, the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) (the "TRO") and the D.C. Circuit's decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA") For purposes of this Agreement, "Change in Law" shall be defined as any legally binding judicial decision by a court of competent jurisdiction, amendment of the Act or applicable Texas statute, or legislative, federal or state regulatory action, rule, regulation or other legal action that materially revises, reverses, modifies or clarifies the meaning of the Act, an applicable Texas statute or any of said rules, regulations, Orders, or judicial decisions which otherwise materially affect any of the material provisions set forth in this Agreement that is issued, rendered or adopted after January 23, 2004. For purposes of this section, "legally binding" means that the relevant legal action has not been stayed, no request for a stay is pending and if any deadline for requesting a stay is designated by statute or regulation, such deadline has passed. If either Party believes that a Change in Law within the meaning of this section has occurred, that Party may request renegotiation by written notice to the other Party. The Parties shall thereafter renegotiate the affected provisions in this Agreement in good faith and amend this Agreement to reflect such Change in Law. For avoidance of any doubt, this section shall also apply to situations where this Agreement defines the rights or obligations of either Party solely by reference to Applicable Law or similar reference. In the event that any renegotiation under this Section 3.0 is not concluded within ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days or if the non-requesting Party refuses to engage in such renegotiation on the ground that there has been no Change in Law sufficient to require renegotiation under this Section, the dispute shall be resolved as provided in Section 9 of this Agreement.

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. INTENTIONALLY LEFT BLANK

5. ASSIGNMENT

5.1 CLEC may assign or transfer this Agreement to its Affiliate(s) or a Third Party by providing SBC TEXAS written notice thirty (30) calendar days' prior to such assignment or transfer; provided such assignment is not inconsistent with Applicable Law. As such, neither party may delay a transfer for any reason other than to make the determination of the affiliate's or Third Party's ability to pay for the services provided. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate(s) or any Third Party if that Affiliate(s) or Third Party is a party to a separate agreement with SBC TEXAS under Sections 251 and 252 of the Act. However the Affiliate or Third Party may opt into any effective and approved Agreement pursuant to Section 252(i) of the Act. Any attempted assignment or transfer of this Agreement by CLEC that is not expressly permitted or allowed shall be void.

5.2 Each Party will notify the other in writing not less than thirty (30) days in advance of anticipated assignment.

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 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 SBC TEXAS or otherwise acquired by SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS 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 SBC 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.

7.1.4 In the event CLEC provides E911 Service to SBC TEXAS, CLEC shall not be liable to SBC TEXAS, its end Users or its E911 calling parties or any other parties or persons for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC TEXAS until service is restored.

7.2 No Consequential Damages

7.2.1# NEITHER CLEC NOR SBC TEXAS 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 SBC TEXAS' 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 SBC TEXAS 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 SBC TEXAS network and to unbundle and/or combine SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS.

7.3.3.2 SBC TEXAS shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by SBC TEXAS.

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, SBC TEXAS shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to SBC TEXAS under the vendor contract and the terms of the contract (excluding cost terms). SBC TEXAS 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 SBC TEXAS' network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights SBC TEXAS 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 SBC TEXAS' network and unbundling and/or combining SBC TEXAS' 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 SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS 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) SBC TEXAS 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 SBC TEXAS enters into or existing agreements that it renews, SBC TEXAS shall use its best efforts to procure rights or licenses to allow SBC TEXAS to provide to CLEC the particular unbundled Network Element(s), on terms comparable to terms provided to SBC TEXAS, directly or on behalf of CLEC ("Additional Rights/Licenses").

c) For any new agreements that SBC TEXAS enters into or existing agreements that it renews, in the event that SBC TEXAS, after using its best efforts, is unable to procure

Additional Rights/Licenses for CLEC, SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS has exercised such best efforts.

e) If and to the extent SBC TEXAS 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, SBC TEXAS may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including SBC TEXAS, 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 SBC TEXAS.

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 SBC TEXAS' status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SBC TEXAS with all federal, state and local laws, safety and health regulations relating to CLEC's activities concerning Collocated Space, and to indemnify and hold SBC TEXAS harmless for any judgments, citations, fines, or other penalties which are assessed against SBC TEXAS as the result solely of CLEC's failure to comply with any of the foregoing. SBC TEXAS, 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 SBC TEXAS' 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 SBC TEXAS against any cost, expense or liability relating to any unauthorized entry or access into, or improper use or manipulation of SBC TEXAS' OSS by CLEC employees or persons using authorization granted to that person by CLEC to access SBC TEXAS' OSS and shall pay SBC TEXAS for any and all damages caused by such unauthorized entry**,** improper use or manipulation of' SBC TEXAS' OSS.

7.7 Minimum Insurance Requirements:

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

7.7.2 For CLECs that are reselling SBC Texas Resale Services and/or purchasing UNE-P under this Agreement, the minimum insurance coverage and limits are as follows:

7.7.2.1 Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $2,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations.

7.7.3 For CLECs that are Interconnecting or purchasing any Unbundled Network Elements (other than UNE-P), products or services under this Agreement, the minimum insurance coverage and limits are as follows:

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

7.7.3.2 Commercial General Liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $5,000,000 each occurrence sub-limit for all bodily injury or property Damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $10,000,000 Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

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

7.7.4 Subcontractor Coverage:

7.7.4.1 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 7.7.1 through 7.7..3.2, as applicable, of this Agreement.

7.7.5 Companies Affording Insurance:

7.7.5.1 The Parties agree that companies affording the insurance coverage required under Section 7.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

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

7.7.6 Self Insurance:

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

7.7.6.2 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employee's state of hire; and

7.7.6.3 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

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

7.7.7 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, DEPOSITS

#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

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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 SBC TEXAS Customer Records Information System (CRIS) is past due, the unpaid amounts will accrue interest from the day following the Bill Due Date, until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC TEXAS 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 SBC TEXAS' CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date, until paid. The interest rate applied to SBC TEXAS CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC TEXAS intrastate retail tariff governing Late Payment Charges to SBC TEXAS' 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, SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SBC TEXAS' bank account designated pursuant to Section 8.3 and CLEC will provide SBC TEXAS 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 SBC Texas 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 SBC Texas standard bill dispute document.

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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 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.

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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.

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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 Deposits

8.11.1 The deposit requirements set forth in this Section 8 apply to SBC TEXAS' providing the Resale Services and Network Elements and collocation (exclusive of interconnection facilities, collocation cage construction and reciprocal compensation) furnished under this Agreement. SBC TEXAS may, in order to safeguard its interests, require that CLEC, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with the SBC-owned ILEC in each state where the Parties are doing business, make a reasonable deposit to be held by SBC TEXAS as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of Sections 8.5 through 8.10.

8.11.2 Intentionally Left Blank.

8.11.3 Unless CLEC is not required to make a deposit payment as described in Section 8.11.1 above, CLEC shall remit an initial cash deposit within thirty (30) days after written request by SBC TEXAS. The deposit required by the previous sentence, if any, shall be determined as follows: (i) if, immediately prior to the Effective Date, CLEC was not

operating as a local service provider in Texas, the initial deposit shall be in the amount of $17,000; or (ii) if, immediately prior to the Effective Date, CLEC was operating as a local service provider in Texas, the deposit shall be in the amount calculated using the method set forth in Section 8.11.7 of this Agreement. This cash deposit will be held by SBC TEXAS as a guarantee of payment of charges billed to CLEC. If CLEC is not required to make a deposit payment as set forth in Section 8.11.1 above, SBC TEXAS shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in Section 8.11.1 and Sections 8.11.4 through Section 8.11.10 of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established the minimum twelve (12) months good credit history, CLEC's payment record for the most recent twelve (12) months immediately prior to the Effective Date shall be considered.

8.11.4 So long as CLEC maintains timely compliance with its payment obligations, SBC TEXAS will not increase any deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SBC TEXAS reserves the right to require additional deposit(s) determined in accordance with Section 8.11.5 and Section 8.11.6 through Section 8.11.10 of this Agreement.

8.11.5[#] If during the first six (6) months of operations under this Agreement, CLEC (a) has been sent at least one valid delinquency notification letter (a letter notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date (45 days from the date of the invoice , pursuant to Section 8.1, above)) by SBC TEXAS, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under Section 8.5; and (b) the amounts covered by such delinquency notices equals or exceeds five percent (5%) of the aggregate amount billed by SBC TEXAS to CLEC under this Agreement of the state in which CLEC is delinquent for the months in question, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a three month period exceeds the deposit amount held. For purpose of this section, multiple delinquency letters for individual services (i.e. resale, UNE, etc) relating to the same Billing Account Number (BAN) for overlapping time periods will be deemed to be one delinquency letter.

8.11.6 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC (a) has been sent at least two (2) valid delinquency notification letters (letters notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date) by SBC TEXAS within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under Section 8.5; and (b) the amounts covered by such delinquency notices equals or exceeds five percent (5%) of the aggregate amount billed by SBC TEXAS to CLEC under this Agreement of the state in which CLEC is delinquent for the months in question, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a three month period exceeds the deposit amount held.

8.11.7 Whenever CLEC's deposit is re-evaluated as specified in Section 8.11.5 or Section 8.11.6, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to CLEC, the most recent three (3) months billing on all of CLEC's

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BANs/Invoice numbers, as applicable, for resale services or network elements shall be used to calculate CLEC's monthly average, which monthly average shall be multiplied by two (2) to arrive at the amount of deposit permitted by Sections 8.11.5 and 8.11.6.

8.11.8 Whenever a deposit is re-evaluated as specified in Section 8.11.5 and Section 8.11.6, above, CLEC shall remit the additional deposit amount to SBC TEXAS within thirty (30) calendar days of receipt of written notification SBC TEXAS requiring such deposit.

8.11.9 The deposit requirements of this Section 8.11 may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to SBC TEXAS. No interest shall be paid by SBC TEXAS for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.

8.11.10 The fact that SBC TEXAS holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

8.11.11 Any cash deposit held by SBC TEXAS shall be credited to CLEC's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter (as defined in Section 8.11.5) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which CLEC has been sent less than two delinquency notifications. For the purposes of this Section 8.11.11, interest will be applied from the date paid and calculated as defined in Section 8.2.1 above, and shall be credited to CLEC's account on an annual basis.

8.11.12 Any cash deposit shall be held by SBC TEXAS as a guarantee of payment of charges billed to CLEC, provided, however, SBC TEXAS may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:

8.11.12.1 when SBC TEXAS sends CLEC the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under Section 8.5 as to any amount covered by the delinquency notice); or

8.11.12.2 when SBC TEXAS suspends CLEC's ability to process orders in accordance with Section 10.2.2; or

8.11.12.3 when CLEC files for protection under the bankruptcy laws; or

8.11.12.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

8.11.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not applied under this Agreement against charges payable by CLEC shall be refunded to CLEC by SBC TEXAS);

8.11.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC TEXAS shall credit any cash deposit to CLEC's account so long as SBC TEXAS has not sent to CLEC more than one delinquency notification letter under this Agreement during the most recent twelve (12) months; or

8.11.12.7 upon mutual agreement of the Parties.

8.11.13 For the purposes of this Section 8.11.13, interest will be calculated as specified in Section 8.2 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.

8.12 Assuming that the previous payment and credit history of a Party (a "Requesting Party") justifies doing so, upon request the other Party (the "Acknowledging Party") will issue a written acknowledgement that the Requesting Party satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by Section 33, below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.

8.13 Intentionally left blank.

8.14[#] Each of the Parties will provide all bills and invoices to the other Party electronically when technically feasible rather than in paper form. Upon request, the Parties will provide to the other Party paper copies of bills or invoices for specific types of service (i.e., Resale, UNE, etc.).

8.15# Intentionally left blank.

8.16# Intentionally left blank.

8.17# In response to a trouble ticket initiated by CLEC where SBC determines in error that the trouble is in CLEC's network or CLEC end user's equipment or communications systems, and CLEC subsequently finds the trouble resides in SBC's network, CLEC will be credited for all SBC trouble isolation costs the original trouble ticket, and if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge SBC after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that SBC could charge CLEC under SBC's tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that SBC may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.

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.

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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 SBC TEXAS 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, SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS' notice of Unpaid Charges:

10.2.1 notify SBC TEXAS 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 SBC TEXAS; 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 SBC TEXAS, 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, SBC TEXAS 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 SBC TEXAS provides such written demand to the Non-paying Party, SBC TEXAS may also exercise any or all of the following options:

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*1 Order on Reconsideration dated May 11, 2005: SBC 39-CJP 21.

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, SBC TEXAS' exercise of any of its options under Section 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 SBC TEXAS on or before the date specified in the demand letter provided under Section 10.5 of this Agreement, SBC TEXAS may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by SBC TEXAS 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 SBC TEXAS for the Non-Paying Party's Billed Account Number (BAN).

10.8 Within five (5) calendar days following any such disconnection, SBC TEXAS will notify each Resale End User that because of Non-Paying Party's failure to pay SBC TEXAS, 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. SBC TEXAS. SBC TEXAS 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, SBC TEXAS may terminate the Resale End User's service.

10.10. SBC TEXAS 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 SBC TEXAS to any End User pursuant to Section 10.9 hereof.

10.11.1 Nothing in this Agreement shall be interpreted to obligate SBC TEXAS 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 SBC TEXAS has with regard to such Resale End Users under Applicable Law.

11. NOTICES

11.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent (i) by certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; (ii) by personal delivery or by overnight courier using a recognized commercial courier service with services prepaid and proof of delivery requested; or (iii) by facsimile. Such notices shall be deemed received by the Party to whom they are addressed as follows: (a) if sent by certified mail or first class U.S. Postal Service, upon receipt or should delivery be declined, upon the first attempted delivery, as reflected in the records of the U.S. Postal Service; (b) if sent by personal delivery or by overnight courier, upon receipt or should delivery be declined, upon the first attempted delivery, as reflected in the records of the courier service; and (c) if by facsimile, on the next business day following the date of transmission; provided, however, that notices sent by facsimile are also sent by one of the other acceptable delivery methods and notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

11.2 If to CLEC:

See CLEC notice page, which is attached after the signature page.

11.3 If to SBC TEXAS:
SBC 13-State Contact
Contract Management
Attn: Notices Manager
311 S. Akard, 9th Floor
Dallas, Texas 75202-5398
214-464-2006 (Fax)

11.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) Business days' prior written notice to the other Party in compliance with this Section.

11.5 Any notice or other communication will be deemed to be given when received.

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) SBC TEXAS 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 SBC TEXAS; 4) both carriers should be named and served in the legal demand. SBC TEXAS 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) SBC TEXAS is responsible for billing any charges for services incurred by the LEA. However, if the LEA insists that SBC TEXAS immediately provide any requested information in its possession, and/or insists that SBC TEXAS not

communicate with any other party about the request for information, including CLEC, then SBC TEXAS 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. SBC TEXAS 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, SBC TEXAS shall provision on its equipment trap & trace orders pertaining to CLEC Local customers. As specified in Section 16.4.3, below SBC TEXAS 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 an CLEC End User, the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC TEXAS shall provide the issuing authority with the requested data. As specified in Section 16.4.3 below, SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS facilities (CLEC Local and ALS Type II, as hereinafter defined) shall be served on both CLEC and SBC TEXAS. SBC TEXAS 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 SBC TEXAS-owned facilities. ALS Type II customers are located in a building which is connected to an SBC TEXAS Central Office by an SBC TEXAS-owned cable using customer's premise equipment connected to that cable. At the SBC TEXAS 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 SBC TEXAS facilities, SBC TEXAS shall advise the requesting law enforcement agency to name both CLEC and SBC TEXAS in the court order and serve both carriers. SBC TEXAS 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. SBC TEXAS 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. SBC TEXAS agrees to work cooperatively and jointly with CLEC in investigating annoyance/harassing calls to any CLEC customer where SBC TEXAS' 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 SBC TEXAS Call Trace Center will handle requests received from CLEC personnel on behalf of CLEC customers. SBC TEXAS will provide service to CLEC customers on annoyance/harassing calls that is at parity with the level of service SBC TEXAS 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, SBC TEXAS 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. SBC TEXAS 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), SBC TEXAS 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 an 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 Intentionally Left Blank.

18.2.1# 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.

18.2.2 Within 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 45 days if the Parties cannot arrive at mutually acceptable amendment terms.

18.2.3 If mutually acceptable terms are not agreed upon within 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 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

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may invoke the provisions of this Section 18.2.3 more than once during the term of the Agreement.

18.2.4 Nothing in this Section 18.2 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 SBC TEXAS 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 SBC TEXAS in obtaining and maintaining any required approvals for which SBC TEXAS is responsible, and SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS tariff or any tariff that SBC TEXAS 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 SBC TEXAS' right to file tariffs nor does it impair SBC TEXAS' 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 SBC TEXAS 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 SBC TEXAS 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

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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 SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS is the provider of the Toll Fee Service and (v) 900/976 blocking.

34.3.1 SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS.

34.3.5 SBC TEXAS shall use its fraud system to determine suspected occurrences of ABS-related fraud for CLEC customers, using the same criteria SBC TEXAS uses to monitor fraud on its own accounts.

34.3.5.1 SBC TEXAS 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 SBC TEXAS of any action that needs to be taken. SBC TEXAS 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.

34.3.5.6 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 SBC TEXAS.

35. NOTICE OF NETWORK CHANGES/NOTIFICATION OF OTHER INFORMATION

35.1 SBC TEXAS 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 SBC TEXAS' 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 SBC TEXAS' ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with SBC TEXAS' obligations to CLEC under the terms of this Agreement.

35.2 SBC TEXAS communicates official information to competitive local exchange carriers via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price 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 SBC TEXAS, will provide CLEC Accessible Letter notification via electronic mail ("e-mail") distribution,

35.5 CLEC may designate a maximum of ten (10) recipients for SBC TEXAS Accessible Letter notification via e-mail

35.6 CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable SBC TEXAS' CLEC Online website) to the SBC TEXAS individual specified on that form to designate in writing each individual (other than the CLEC contact designated in Section 11.2) 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 11.2). Any completed Notices/Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by SBC TEXAS.

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,

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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.

38. INTENTIONALLY LEFT BLANK

39. GOVERNMENTAL COMPLIANCE

39.1 CLEC and SBC TEXAS 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 SBC TEXAS 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. SBC TEXAS, 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 SBC TEXAS 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 SBC TEXAS that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular SBC TEXAS building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), SBC TEXAS shall timely notify CLEC of any Environmental Hazard at that Work Location of which SBC TEXAS 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 SBC TEXAS; 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 SBC TEXAS, 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 SBC TEXAS' business operations after consultation with SBC TEXAS,

and shall return SBC TEXAS' 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 SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS 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 SBC TEXAS or by any person acting on SBC TEXAS' behalf, at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of SBC TEXAS or by any person acting on SBC TEXAS' 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 SBC TEXAS 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.

42. INTENTIONALLY LEFT BLANK

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 SBC TEXAS 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 SBC TEXAS will ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of SBC TEXAS 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 SBC 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 experienced by an CLEC Customer is at least equal in quality to that experienced by a similarly-situated SBC TEXAS 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 SBC TEXAS 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.

Conformed to Docket 28821

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 SBC TEXAS currently provides or hereafter offers to any customer in the geographic area where SBC TEXAS is the incumbent LEC will be made available to CLEC by SBC TEXAS 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, Appendix Pricing.

55. UNBUNDLED NETWORK ELEMENTS

55.1 At the request of CLEC and pursuant to the requirements of the Act, SBC TEXAS will offer in the geographic area where SBC TEXAS 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, SBC TEXAS 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, SBC TEXAS 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: Intercarrier Compensation.

59. ANCILLARY FUNCTIONS

59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. SBC TEXAS 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.

61.[#] 252 Adoptions

61.1 SBC TEXAS will make available any individual interconnection, service and/or network element arrangement provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252 (i) of the Act, as that Section has been interpreted by the FCC in its First Report and Order, FCC Rule 51.809, and the United States Supreme Court in CLEC Corp. v. Iowa Utilities Bd., 119 S. Ct. 721 (1999), along with and subject to any other relevant decision(s) by a regulatory commission or court of competent jurisdiction.

[#] Conformed to Docket 28821

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

Meriplex Telecom, LLC

Signature: Gary L Mann

Print Name: GARY L. MANN

Title: GENERAL MANAGER

Date: MARCH 1, 2010

Facilities: OCN/AECN# 962F

Resale: OCN/AECN# _____

Southwestern Bell Telephone Company d/b/a AT&T Texas By AT&T Operations, Inc., Its authorized agent

Signature: Eddie Reed

Print Name: Eddie A. Reed, Jr.

Title: Director – Interconnection Agreements

Date: 3-10-10

Intercarrier Compensation Option Choice:

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
X	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

This agreement contains arbitrated provisions as determined by the Public Utility Commission of Texas in Docket No. 28821.

BILLING NOTICES:

For SBC Notices Involving Billing by CLEC US Postal Service or Overnight Delivery:

CLEC Notice Person Name, Title	Gary L. Mann, General Manager
CLEC Legal Name	Meriplex Telecom, LLC
Physical Office Address	10111 Richmond Ave, Ste 500
City, State, Zip	Houston, TX 77042
Fax Number:	281-404-2294

For SBC Notices Regarding Bills to CLEC US Postal Service:

CLEC Notice Person Name, Title	Gary L. Mann, General Manager
CLEC Legal Name	Meriplex Telecom, LLC
Physical Office Address	10111 Richmond Ave, Ste 500
City, State, Zip	Houston, TX 77042
Fax Number:	281-404-2294

For SBC Notices Regarding Bills to CLEC Overnight Delivery:

CLEC Notice Person Name, Title	Gary L. Mann, General Manager
CLEC Legal Name	Meriplex Telecom, LLC
Physical Office Address	10111 Richmond Ave, Ste 500
City, State, Zip	Houston, TX 77042
Fax Number:	281-404-2294

ALL NOTICES OTHER THAN BILLING:

CLEC Notice Person Name, Title	Gary L. Mann, General Manager
CLEC Legal Name	Meriplex Telecom, LLC
Physical Office Address	10111 Richmond Ave, Ste 500
City, State, Zip	Houston, TX 77042
Fax Number:	281-404-2294

WITH A COPY OF ALL NOTICES TO THE FOLLOWING:

CLEC Notice Person Name, Title	Gary L. Mann, General Manager
CLEC Legal Name	Meriplex Telecom, LLC
Physical Office Address	10111 Richmond Ave, Ste 500
City, State, Zip	Houston, TX 77042
Fax Number:	281-404-2294

ATTACHMENT 1: RESALE

All services made available to CLEC by SBC 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").

1.0 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 SBC 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 SBC TEXAS in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.

1.3 SBC 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 SBC 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 SBC TEXAS to SBC TEXAS' End Users through tariff(s), the rules and regulations associated with SBC 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 SBC 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 SBC 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, SBC TEXAS will not apply the continuous property tariff restriction for PLEXAR and STS services, which was previously found reasonable by the Commission. SBC 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 SBC TEXAS provides local exchange service as the incumbent LEC. Where SBC 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 SBC TEXAS' ILEC Territory. CLEC will receive a bill/invoice directly from the independent LEC for its portion of the services rendered and SBC 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 SBC TEXAS will furnish PLEXAR Custom services to CLEC for resale subject to Section 2.1.1 of this Attachment. SBC TEXAS' provision of PLEXAR Custom will be as specified in this Section. SBC TEXAS will offer CLEC the same price SBC 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 SBC TEXAS at a reasonable price to CLEC.

1.12 The resale services listed in Appendix Services/Pricing 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 Section 2 of Appendix Services/Pricing or otherwise ordered by the Commission on any other Telecommunications Services offered by a Party and not listed in Appendix Services and Pricing.

1.13 SBC TEXAS will make available to CLEC for resale SBC TEXAS' Bill Plus service at a discount of five per cent (5%) off of SBC TEXAS' tariffed rate for each service. Consolidated Billing is available at no charge.

#1.14 SBC TEXAS will make available to CLEC for resale, including but not limited to, the following SBC TEXAS services at SBC TEXAS' tariffed rates, without a wholesale discount, for each service (or in the event a service is not tariffed, at the rate SBC TEXAS charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Distance Learning
- 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 SBC 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 SBC TEXAS to CLEC on terms and conditions that are reasonable and nondiscriminatory.

2.0 Directory Assistance and Operator Services

2.01 Subject to any blocking that may be ordered by CLEC for its End Users, to the extent Directory Assistance (DA) services are provided to CLEC's End Users, SBC TEXAS shall provide CLEC's End Users access to SBC TEXAS' Directory Assistance services. CLEC shall pay SBC TEXAS the charges attributable to Directory Assistance services utilized by CLEC's End Users**.**

2.0.2 Subject to any blocking that may be ordered by CLEC for its End Users, SBC TEXAS will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users.

2.1 OS/DA Rate/Reference Information

2.1 Reference/Rater Information are SBC TEXAS databases referenced by a SBC TEXAS Operator for CLEC OS/DA specific information as provided by CLEC such as its business office, repair and OS/DA rates.

2.1.1 CLEC must provide OS/DA Rate/Reference Information.

2.1.2 When SBC TEXAS' Operator receives a rate request from CLEC's End User, where technically feasible and available, then SBC TEXAS will quote the applicable OS/DA rates as provided by the requesting Party.

2.1.3 CLEC must furnish OS/DA Rate and Reference Information. Information will be furnished in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

2.1.4 CLEC will inform SBC TEXAS, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change

date. CLEC acknowledges that it is responsible to provide SBC TEXAS updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

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

2.2 OS/DA Call Branding

2.2.1 SBC TEXAS will brand OS/DA in CLEC's name.

CLEC will provide SBC TEXAS with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its respective services.

2.2.2 Branding Load Charges:

2.2.2.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch**,** per OCN, for the establishment of CLEC's specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN, for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by SBC TEXAS on behalf of CLEC when multiple brands are required on a single Operator Services trunk.

2.3 Directory Listings Requirements

SBC TEXAS publishes White Pages directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to include listings information for its customers in SBC TEXAS' White Pages directories.

CLEC also desires distribution to CLEC's customers of the White Pages directories that include listings of such customers.

2.3.1 SBC TEXAS will make available to CLEC, for CLEC's customers, non-discriminatory access to White Pages directory listings.

2.3.2 SBC TEXAS will use the rules, regulations, practices and procedures applicable to its provision of White Pages directories on a nondiscriminatory basis. SBC TEXAS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC's customers (other than non-published or non-list Customers) located within the local directory area. The rules, regulations and SBC TEXAS' practices are subject to change from time to time. SBC TEXAS will include CLEC's local customer's primary listings in the White Pages (residence, business, or government listings, where applicable) directories without additional charge.

2.3.3 Additional Listing services, including Enhanced Listings, and Non-Published Listings, as set forth in the Pricing Schedule, may be purchased by CLEC for its End Users on a per listing basis.

2.3.4 Liability relating to End User Listings

2.3.4.1 The requesting Party hereby releases the requested Party from any and all liability for damages due to errors or omissions in the requesting Party's End User listing information as provided to the requested Party under this Attachment, and/or the requesting Party's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

2.3.4.2 In addition to any other indemnity obligations in this Attachment or the Agreement to which this Attachment is attached, the requesting Party shall indemnify, protect, save harmless and defend the requested Party and the requested Party's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in the requesting Party's End User listing information, including any error or omission related to non-published or non-listed End User listing information. The requesting Party shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against the requesting Party and the requested Party, and/or against the requested Party alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in the requesting Party's End User listing information in the White Pages directory, the requested Party may, at its option, assume and undertake its own defense, or assist in the defense of the requesting Party.

2.3.4.3 SBC TEXAS will include the listing information for CLEC's customers for Resale services in SBC TEXAS' White Pages directory data base in the same manner as it includes listing information for SBC TEXAS' end user customers.

2.3.4.4 CLEC's subscriber listings are to be interfiled (interspersed) with SBC TEXAS' and other subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.

2.3.4.5 SBC TEXAS will deliver one copy per primary End User listing of SBC TEXAS' White Pages directory in the same manner and at the same time that they are delivered to SBC TEXAS' subscribers.

2.3.4.6 Publication schedules for White Pages: SBC TEXAS will provide to CLEC, via the SBC CLEC Online website, the initial directory schedule. Updates to the schedule will be provided in a timely manner as they occur.

2.3.4.7 At its option, CLEC may purchase one one-sided (1) information page (Customer Guide Pages) in the informational section of the White Pages directory covering the geographic area(s) it is serving. Such page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC TEXAS information page. CLEC will provide to SBC TEXAS, sixty (60) days prior to the directory close date, the information page in camera ready format. CLEC will have the right to approve the content of SBC TEXAS' camera-ready copy. Informational Page rates are identified in the Pricing Schedule**.**

2.3.4.8 SBC TEXAS will include CLEC's specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other requesting Parties. The space available to CLEC on such page will be 1/8th page in size. In order to have such information published, CLEC will provide SBC TEXAS with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (CLEC will be limited to a maximum of 1/8th of a page in any single edition of SBC TEXAS' Party White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement). The content of CLEC's camera-ready copy shall be subject to SBC TEXAS' approval. In those directories in which SBC TEXAS includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

2.4 Unless otherwise provided in this Agreement, SBC TEXAS will perform all of its obligations hereunder throughout the entire service area where SBC TEXAS is the incumbent local exchange carrier. SBC TEXAS will provide the services covered by this Attachment subject to the availability of facilities in this state.

2.5 CLEC may terminate any Resale service within the period specified for termination of such Resale service in SBC TEXAS' tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.

2.6 CLEC shall make its telecommunications services available for resale to SBC TEXAS on terms and conditions that are reasonable and nondiscriminatory.

3.0 Branding

3.1 CLEC is free to brand the Resale services that SBC TEXAS provides to CLEC under the provisions of this Agreement. SBC TEXAS will not brand such Resale services provided to CLEC under this Agreement as being SBC TEXAS' services, although certain SBC TEXAS retail services that utilize electronic branding are subject to the further provisions of Section 3.1.1 below.

3.1.1 SBC TEXAS offers certain retail services that utilize electronic branding to designate the services as SBC TEXAS' retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request SBC TEXAS to rebrand such services as CLEC services or to offer them without a brand. SBC TEXAS will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse SBC TEXAS for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SBC TEXAS as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SBC TEXAS agrees to reimburse CLEC for a reasonable portion of its costs.

3.2 CLEC will provide the exclusive interface to CLEC Customers in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where SBC TEXAS personnel interface directly with CLEC customers in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.

3.3 Branding provisions concerning SBC TEXAS' furnishing of all forms, business cards or other business materials to CLEC customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in this Attachment and Attachments 27 and 27A of this Agreement.

3.4 CLEC will not, without SBC TEXAS' written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC TEXAS or its affiliates.

4.0 Promotion

4.1 Resale services offered by SBC TEXAS through promotions will be available to CLEC Party on terms and conditions no less favorable than those SBC TEXAS makes available to its customers, provided that for promotions of 90 days or less, SBC TEXAS will offer the services to CLEC for resale at the promotional rate without a wholesale discount. For promotions of more than 90 days, SBC TEXAS will make the services available at the avoided cost discount from the promotional rate.

5.0 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 SBC TEXAS' Resale services that are restricted by SBC TEXAS' tariffs to use by residential subscribers. SBC TEXAS is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. 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. SBC 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 permits its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

6.0 Dialing Parity

6.1 For all call types associated with the Resale services provided to CLEC by SBC TEXAS under this Agreement: (i) an CLEC Customer will not be required to dial any greater number of digits than a similarly-situated SBC 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 SBC 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 y SBC 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.

7.0 Maintenance

Maintenance will be provided by SBC 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).

8.0 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 SBC TEXAS offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers.

9.0 Billing for Resale

9.1 SBC TEXAS will bill CLEC for Resale services provided by SBC 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 SBC TEXAS to CLEC shall also be in accordance with Attachment 28: Comprehensive Billing.

10.0 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).

11.0 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.

12.0 CLASS and Custom Features Requirements

12.1 CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, including packages (e.g., "The Works"), 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. SBC TEXAS will provide to CLEC a list of all services and features. As requested by CLEC, SBC 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 SBC TEXAS differs from the tariff, the tariff prevails. For ordering and provisioning of features and services see Attachment 27: Operations Support Systems (OSS).

13.0 Voluntary Federal Customer Financial Assistance Programs

13.1 Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America. When such SBC TEXAS customers choose to obtain Resale service from CLEC, SBC TEXAS will confirm such customers' eligibility to participate in such SBC TEXAS programs 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 SBC TEXAS' Voluntary Federal Customer Financial Assistance Programs services are eligible to receive same.

14.0 E911/911 Services

14.1 Where available, SBC 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 SBC TEXAS, CLEC will provide SBC TEXAS with accurate and complete information regarding its customers in a format and time frame prescribed by SBC TEXAS for purposes of 911 administration. SBC TEXAS will provide to CLEC, for CLEC Customers, E911/911 call routing to the appropriate PSAP. SBC TEXAS will make CLEC Customer information available to the appropriate PSAP. SBC 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.

15.0 Services to Disabled Customers

15.1 SBC TEXAS agrees any services it offers to disabled customers will be made available to CLEC for its customers who qualify as disabled customers. When a SBC TEXAS customer eligible for services offered to disabled customers chooses to obtain Resale services from CLEC, SBC 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 SBC TEXAS' disabled services are eligible to receive same.

16.0 Telephone Relay Service

16.1 Although SBC TEXAS is not the Telephone Relay Service provider in the state of Texas, SBC TEXAS does provide access for its End Users to reach the relay service via 711 dialing capabilities. Where SBC 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"), SBC TEXAS will make such service available to CLEC at no additional charge, for use by CLEC customers who are speech or hearing-impaired. If SBC TEXAS maintains a record of customers who qualify under any applicable law for Telephone Relay Service, SBC TEXAS will make such data available to CLEC as it pertains to CLEC Resale service customers.

17.0 Lifeline Services

17.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. SBC TEXAS agrees that any Lifeline Services it offers to customers will be available to CLEC for customers who meet such eligibility requirements.

17.2 When a SBC TEXAS Lifeline Services customer chooses to obtain Resale service from CLEC, SBC TEXAS will confirm such SBC TEXAS customer's Lifeline Service eligibility 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 SBC TEXAS' Lifeline Services are eligible to receive same.

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

#19.0 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. SBC 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 Customer Owned Pay Telephone Services or COPTS coin phones, COPTS coinless phones and semi-public phones. SBC currently offers two types of pay phone services: (1) Customer Owned Pay Telephone Services (COPTS), and (2) SmartCoin.

19.3 CLEC may purchase COPTS and SmartCoin service for purposes of Resale to an CLEC customer. SBC TEXAS will provide to CLEC for resale the COPTS and SmartCoin services and associated services where offered by SBC.

19.4 PIC selection for COPTS and SmartCoin lines will be governed by Attachment 27: OSS.

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

19.6 With COPTS and SmartCoin services, SBC TEXAS will provide CLEC through SBC TEXAS' applicable tariffs all appropriate screening functions and features to minimize fraud potential.

19.7 SBC TEXAS will provide CLEC all appropriate functions and features offered to SBC TEXAS' customers to allow CLEC Customers of COPTS and SmartCoin services to employ restrictive billing and call-blocking. An example of such a feature is Selective Class of Call Screening.

19.8 SBC TEXAS will provide CLEC all options related to COPTS and SmartCoin it provides to SBC's own subscribers of such services.

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

20.0 Call Trace

20.1 CLEC end user's activation of Call Trace shall be handled by the SBC TEXAS Call Trace Center (CTC). SBC TEXAS shall notify CLEC of requests by its end users to provide the call records to the proper authorities. Subsequent 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 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 police investigation. CLEC will indemnify SBC TEXAS against any claims that insufficient information led to inadequate prosecution.

#21.0 Suspension Services

21.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their customers. 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 charge 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.

21.0 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.

#22.0 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

1.0 This Appendix Services/Pricing describes several services which SBC TEXAS will make available to CLEC for resale pursuant to the Agreement and Attachment 1: Resale. This list of services is neither all inclusive nor exclusive. All services or offerings of SBC TEXAS which are required to be offered for resale pursuant to the Act are subject to the terms herein, even if not specifically enumerated or described in this Appendix.

2.0 Services Available for Resale and Associated Prices

2.1 The Exhibits to this Attachment, described in this Section 2.1, list services that are neither all inclusive nor exclusive. Attached is Exhibit A, "List of SBC TEXAS' Telecommunications Services Available for Resale", which is a matrix that lists the services offered by SBC TEXAS which may be made available to CLEC for resale. CLEC may purchase these services at a 21.6% discount, or as otherwise established by the Commission, from SBC TEXAS' retail prices. Also attached is Exhibit B, "List of SBC TEXAS' Other Services Available for Resale", which is a matrix that lists services offered by SBC TEXAS which may be made available to CLEC at retail prices. Any rate element incorrectly included in or omitted from either matrix will be corrected as appropriate. To the extent that Exhibits A and B conflict with services available in the tariff, the tariff shall control.

2.2 Service order charges for resold services handled on an electronic flow-through basis are priced as UNE elements and will be as set forth in Attachment 30: Pricing. Service order charges for resold services handled on a manual basis are priced according to the SBC Texas tariff rate less a 21.6% discount.

3.0 CSA Contract Wholesale Discount

3.1 SBC TEXAS shall make available existing SBC TEXAS retail customer-specific arrangement (CSA) contracts for resale pursuant to the terms of the Arbitration Award in Docket No. 17759. CLEC will assume in writing the balance of the terms, including volume, term and termination liability in such existing contract with a current retail or resold SBC TEXAS end user at the time of conversion. An assumption of an existing contract where the terms and conditions are not altered, excepting wholesale discount, will not constitute ground for collection of a termination liability. The following wholesale discounts will apply:

Services	**Avoided Cost Discount when CLEC does not use SBC TEXAS' OS/DA**	**Avoided Cost Discount when CLEC uses SBC TEXAS' OS/DA**
Existing CSA, Non-tariffed Customer Specific Contract (e.g. ICB)	**7.68%**	**5.62%**
Existing CSA, Tariffed Volume and Term Contract	**10.12%**	**8.04%**

Conformed to Docket 28821

APPENDIX CUSTOMIZED ROUTING-RESALE

This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.

1. CUSTOMIZED ROUTING OF CLEC DIRECTORY ASSISTANCE AND OPERATOR SERVICES

1.1 Where CLEC purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SBC TEXAS will provide the functionality and features required to route all calls from CLEC customers for Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services.

1.2 SBC TEXAS is free to choose the methodology deployed in SBC TEXAS' network to perform customized routing of Directory Assistance and Operator Services.

1.3 SBC TEXAS will provide the functionality and features within its local switch (LS) providing the resold local service to route CLEC customer-dialed Directory Assistance local calls to CLEC designated trunks via Feature Group C signaling.

1.4 SBC TEXAS will provide the functionality and features within its LS to route CLEC customer dialed 0/0+ local and IntraLATA calls to CLEC designated trunks via Feature Group C.

1.5 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SBC TEXAS' operator and request the assistance of a supervisor as is done by SBC TEXAS' operators today.

1.6 SBC TEXAS will provide the functionality and features within its LS providing the resold local service to route CLEC customer dialed 0- and 0+ local calls to the CLEC designated trunks via Modified Operator Signaling Services (MOSS) Feature Group C signaling. In all cases, SBC TEXAS will provide post-dial delay at least equal to that provided by SBC TEXAS for its end user customers.

1.7 SBC TEXAS will forward with all Directory Assistance and Operator Services calls from CLEC customers all appropriate line data required by CLEC to identify the type of line. Such data shall include, but not be limited to, originating line number, 10 digits, line class code, and any other data elements required to allow CLEC to appropriately identify the originating line for purposes of call handling and recording.

1.8 All direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SBC TEXAS customers dial for reaching equivalent SBC TEXAS services.

The prices, terms and conditions for the provision of customized routing are contained in Attachment 6: Unbundled Network Elements.

2. 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 Appendix.

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

1.0 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 SBC 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 Appendix Pricing - 251(c)(3) Unbundled Network Elements, 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.

1.3 Intentionally Left Blank

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

This Agreement sets forth the terms and conditions pursuant to which SBC TEXAS will provide CLEC with access to 251(c)(3) Unbundled Network Elements under Section 251(c)(3) of the Act in SBC TEXAS' incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, SBC 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 SBC 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 3.0 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 SBC 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 SBC 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 SBC 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 SBC 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.

2.0 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 SBC TEXAS immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify SBC 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 SBC 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 SBC 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, SBC TEXAS will make the requested connection.

2.3 At CLEC's request, SBC 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, SBC 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 SBC 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 2.20 and elsewhere in the Agreement. SBC 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 SBC TEXAS will provide 251(c)(3) Unbundled Network Elements as outlined in this attachment where spare facilities exist in SBC TEXAS' network at the time of CLEC's request. Though SBC TEXAS will not construct new facilities, SBC 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 SBC TEXAS shall provide access to UNEs and combinations of UNEs in a nondiscriminatory manner such that all CLECs, including any affiliate of SBC TEXAS, receives the same quality of service that SBC TEXAS provides to its own retail customers that receive service from SBC 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 SBC 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 SBC TEXAS.

2.8 SBC 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. SBC 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 SBC 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 SBC TEXAS' network. Any request by CLEC for SBC TEXAS to provide a type of connection between 251(c)(3) Unbundled Network Elements that is not currently being utilized in the SBC 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 2.28.

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2.10 For each 251(c)(3) Unbundled Network Element, to the extent appropriate, SBC 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 SBC TEXAS provides contiguous 251(c)(3) Unbundled Network Elements to CLEC, SBC 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 SBC TEXAS' combining obligation is limited solely to the combining of 251(c)(3) UNEs. SBC 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, SBC 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, SBC 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, SBC 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, SBC 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 SBC 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), SBC 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 SBC 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 SBC 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 SBC 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 SBC 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 SBC 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, SBC TEXAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. SBC 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, SBC TEXAS shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC 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, SBC 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 SBC TEXAS (as well as requests where CLEC also wants SBC TEXAS to complete the actual Commingling).

2.13.4 The Parties agree that the Commingled Product Set identified in Exhibit A to this Attachment shall be available to CLEC upon request as of the effective date of this Agreement. All other requests for SBC TEXAS to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC 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 SBC 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 SBC 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 SBC 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 Appendix Pricing. With respect to a BFR in which CLEC requests SBC 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 SBC 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. SBC 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 SBC 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 SBC 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 SBC 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, SBC 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 SBC 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, SBC 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 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 local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in Section 2.20.2 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 2.20.3 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).

2.14.3.2 SBC TEXAS shall not provide access to High-Capacity Included Arrangements (Section 2.14.1.2.1 and 2.20.1.2.2) unless CLEC satisfied all of the following conditions set forth in Section 20.20.2.1 through 2.20.2.4 for each High-Capacity Arrangement requested. Section 2.20.2 shall apply in any arrangement that includes more than one of the UNEs, facilities or services set forth in that Section including, without limitation, any arrangement where one or more UNEs, facilities or services not set forth in Section 2.20.2 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.

2.14.3.3 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.

2.14.3.4 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:

2.14.3.4.1 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 SBC 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.

2.14.3.4.2 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 28 Local voice Telephone Numbers assigned to it.

2.14.3.4.3 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.

2.14.3.4.4 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 2.20.3 of this Attachment.

2.14.3.4.5 Each circuit to be provided to each End User Customer will be served by an interconnection trunk that meets the requirements of Section 2.14.3 of this Attachment.

2.14.3.4.6 For each 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 2.14.3 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.

2.14.3.4.7 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.

2.14.3.4.8 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, SBC 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 2.14.3 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 SBC TEXAS' premises within the same LATA as the end user's premises, when SBC 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 SBC TEXAS is the collocator.

2.14.4.3 An interconnection trunk meets the requirements of Sections 2.20.2.2.5 and 2.20.2.2.6 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 2.12.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.14.3.4.1 and Section 2.14.3.4.3, respectively. In such case, CLEC shall satisfy Section 2.14.3.4.1 and/or Section 2.14.3.4.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC TEXAS provisions such new circuit.

2.15.4.1 Section 2.14.5 does not apply to existing circuits to which Section 2.12.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.12.2.2.1 and Section 2.12.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

2.15.5 CLEC must provide the certification required by Section 2.12 on a form provided by SBC 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 2.20.2. CLEC may provide this certification by completing a form provided by SBC 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 SBC Texas.

2.15.6 In addition to any other audit rights provided for in this Agreement and those allowed by law, SBC 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 2.12. For purposes of calculating and applying an "annual basis", it means for Texas a consecutive 12-month period, beginning upon SBC TEXAS' written notice that an audit will be performed for Texas, subject to Section 2.12.3.1.4 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 2.12.

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 2.12, CLEC must true-up any difference in payments paid to SBC TEXAS and the rates and charges CLEC would have owed SBC 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 2.12 of this Attachment is effective. CLEC shall submit orders to SBC 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 SBC TEXAS.

Conversion and disconnect orders shall be submitted within 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, SBC 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 SBC 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 2.12 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., SBC 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 2.12, CLEC must reimburse SBC TEXAS for the cost of the independent auditor's work and for SBC TEXAS' costs in the same manner and using the same methodology and rates that SBC TEXAS is required to pay CLEC's costs under Section 2.12.1.3.1.4.1.2.

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 2.12, SBC 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 2.12 in all cases and, further, the failure of SBC TEXAS to require such compliance, including if SBC TEXAS provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 2.12, 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, SBC 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 SBC 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 251(c)(3) UNEs.

2.15.10 The Parties intend that this Attachment 251(c)(3) UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain 251(c)(3) UNEs from SBC TEXAS. Accordingly, except as may be specifically permitted by this Appendix 251(c)(3) UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (251(c)(3) or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any SBC 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

SBC TEXAS to enforce the foregoing (including if SBC 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, SBC TEXAS may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, SBC TEXAS may process any such order as being submitted under this Appendix 251(c)(3) UNEs and, further, may convert any element provided under tariff, to this Attachment 251(c)(3) UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

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2.17 Various Subsections below list the 251(c)(3) Unbundled Network Elements that SBC 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. SBC TEXAS will make additional 251(c)(3) Unbundled Network Elements available pursuant to the terms of Section 2.28 of this Attachment.

2.18 Subject to the terms herein, SBC TEXAS is responsible only for the installation, operation and maintenance of the 251(c)(3) Unbundled Network Elements it provides. SBC TEXAS is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.

2.19 Except upon request, SBC 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 SBC 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 SBC TEXAS and CLEC shall be barred from using disconnect reports, loss notifications, or any other notification of disconnection provided by SBC 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, SBC TEXAS will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of SBC 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 SBC 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 SBC TEXAS.

2.24 The elements provided pursuant to this Agreement will be available to SBC TEXAS at times mutually agreed upon in order to permit SBC 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 SBC TEXAS 251(c)(3) Unbundled Network Element, or of its own equipment or facilities in conjunction with any SBC TEXAS 251(c)(3) Unbundled Network Element or in a Commingling arrangement, will not materially interfere with or impair service over any facilities of SBC 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, SBC 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 SBC 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 SBC 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 SBC TEXAS to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC TEXAS provides to itself. Each Network Element will be provided in accordance with SBC TEXAS Technical Publications or other written descriptions, as approved by the Texas Commission. SBC TEXAS will file its Technical Publications with the Commission and such Technical Publications will be deemed approved within ten (10) business days of filing unless suspended by the Commission. If a Technical Publication is suspended, the Commission shall approve the Technical Publication or deny approval for good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of SBC TEXAS and the affected CLEC, and where CLEC agreement cannot be obtained, as changed with the approval of the Texas Commission. Such publications will be shared with CLEC. CLEC may request, and SBC TEXAS will provide, to the extent technically feasible, 251(c)(3) Unbundled Network Elements that are superior or not lesser in quality than SBC TEXAS provides to itself and such service will be requested pursuant to the BFR process.

2.27.2 SBC TEXAS will provide a SBC 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 SBC TEXAS, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.27.4 Except as otherwise set forth in this Attachment, SBC 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, SBC 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, SBC 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 SBC TEXAS will provide performance measurements as outlined in Attachment 17 under this Agreement. SBC 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, SBC 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 SBC TEXAS.

2.30 CLEC will connect equipment and facilities that are compatible with the SBC 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 2.18. In the event that SBC 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, SBC Texas shall provide written notice to CLEC of such denial and the basis thereof.

2.31 Bona Fide Request (BFR)

2.31.1 SBC TEXAS, Bona Fide Request Process

2.31.1.1 A Bona Fide Request ("BFR") is the process by which CLEC may request SBC TEXAS to provide CLEC access to an additional or new, undefined UNEs, combinations or commingling (a "Request"), that is required to be provided by SBC 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 SBC 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 3 year forecast.

2.31.1.4 CLEC is responsible for all costs incurred by SBC TEXAS to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC 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 SBC TEXAS' preliminary evaluation costs, in which case SBC 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 SBC 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 SBC TEXAS is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC 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 SBC TEXAS–its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC 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 SBC TEXAS will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC TEXAS will acknowledge receipt of the BFR and in such acknowledgement advice CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Attachment begins once SBC 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, SBC TEXAS will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that SBC TEXAS will offer the Request to CLEC or (ii) advise CLEC that SBC TEXAS will not offer the Request. If SBC TEXAS indicates it will not offer the Request, SBC 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 SBC 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 SBC TEXAS will offer the Request, CLEC may, at its discretion, provide written authorization for SBC 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 SBC 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 SBC TEXAS all demonstrable costs as set forth above. Any request by CLEC for SBC 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, SBC 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 SBC 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 SBC 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 SBC 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 Section of this agreement.

3.0 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 SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC 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 a SBC TEXAS-supplied loop and a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC TEXAS' network. The NID Unbundled Network Element is defined as any means of interconnection of end-user customer premises wiring to SBC TEXAS' distribution loop facilities, such as 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 SBC TEXAS, CLEC and/or the end user customer each make its connections. Pursuant to applicable FCC rules, SBC 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 SBC 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 SBC TEXAS NID, as is, at no charge. Should CLEC request SBC TEXAS to disconnect its loop from the customer's inside wire, SBC TEXAS will charge CLEC a non recurring charge as reflected on Appendix Pricing –UNE - Schedule of Prices 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 SBC TEXAS based on Time and Materials charges as reflected on Appendix Pricing –UNE - Schedule of Prices labeled "Time and Materials Charges".

3.3 To the extent a SBC TEXAS NID exists, it will be the interface to customers' premises wiring or a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC TEXAS network unless CLEC and the customer agree to an interface that bypasses the SBC TEXAS NID.

3.4 When CLEC provides its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SBC TEXAS NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.

3.5 The SBC TEXAS NIDs that CLEC uses under this Attachment will be those installed by SBC TEXAS or an SBC 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 SBC TEXAS shall permit CLEC to connect its loop facilities to End User customer premises wiring through SBC TEXAS' NID, or at any other technically feasible point.

3.8.1 Notwithstanding any language to the contrary, CLEC may request SBC TEXAS to place a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC 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, SBC 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 1.3 and Section 2.0 of this Attachment 251(c)(3) UNE, SBC TEXAS shall provide Local Loop 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 SBC TEXAS Central Office and the loop demarcation point at an End User customer premises or a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC 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 SBC 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 Appendix Pricing). 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 SBC TEXAS must provide timely access to unbundled loops offered under the terms of this agreement. SBC TEXAS' timeliness will be measured as required by the provisions in Attachment: Performance Measurements.

4.3 SBC TEXAS shall provide at the rates, terms, and conditions set out in this Attachment and Attachment Pricing, the types of UNE loops in sections 4.3.1- 4.3.6. When CLEC orders an 251(c)(3) Unbundled 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 SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC TEXAS' network, without additional charge.

4.3.1 The standard for 2-Wire analog loop is loss not exceeding 8 dB. SBC will offer 2-Wire analog loop not to exceed 5dB 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) facilities transmission of digital signals at 160 Kbps and provides 2 B plus D channels.

4.3.4 Intentionally Left Blank.

4.3.5 A DS1 Digital Loop 1.544 Mbps digital interface loop facilities transmission of digital signals at 1.544 Mbps and terminates in a 4-wire electrical interface at both ends.

4.3.5.1 DS1 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 SBC TEXAS may elect at its own discretion.

4.3.6 DS1 UNE Digital 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 Digital Loops (DS1) are or have been Declassified.

4.3.6.2 DS1 Loop "Caps"

SBC 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 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 DS1 251(c)(3) UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC 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 UNE 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 UNE DSL loops to transmit signals in the ranges as specified in Attachment 25: DSL, which forms a part of this Agreement. SBC TEXAS agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL, UNE Line Splitting, and the general terms and conditions applicable to UNEs (Sections 2.0 - 2.24.11, supra).

4.3.8 CLEC may request and, to the extent technically feasible, SBC 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 SBC TEXAS' Integrated Digital Loop Carrier (IDLC) or Remote Switching technology acting in a pair gain application. SBC 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, SBC 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, SBC 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 SBC 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 SBC TEXAS.

4.5 Routine Network Modifications for UNE Local Loops

4.5.1 SBC 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. SBC 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 SBC TEXAS regularly undertakes for its own retail customers. Routine network modifications include those activities that SBC 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 SBC 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. SBC TEXAS is not obligated to perform those activities for a requesting telecommunications carrier.

4.5.2.2 SBC 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 SBC TEXAS' retail customers.

4.5.2.3 This Agreement does not require SBC TEXAS to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent SBC 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 SBC 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 SBC 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, SBC 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 SBC TEXAS' hybrid loops, only with respect to any existing capabilities of SBC TEXAS' hybrid loops. SBC 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 SBC 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 SBC 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 Loops have not been Declassified.

4.6.3 The procedures set forth in Section 4.5, below will apply in the event DS3 Digital Loops are or have been Declassified.

4.6.4 DS3 Loop "Caps"

4.6.4.1 SBC 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 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 SBC 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 collocator” 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 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 2.0 of this Attachment.

4.9 Hybrid Loops – SBC 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, SBC 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 SBC TEXAS’ central office and an end user’s customer 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, SBC 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’s customer premises. SBC TEXAS shall provide access to FTTH consistent with the terms set forth below.

4.12.1 New Builds – SBC TEXAS is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an 251(c)(3) Unbundled basis when SBC TEXAS deploys such a loop to an end user’s customer premises that previously has not been served by any loop facility.

4.12.2 Over Builds – SBC TEXAS is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an 251(c)(3) Unbundled basis when SBC TEXAS has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:

4.12.2.1 SBC 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 SBC TEXAS retires the copper loop pursuant to Section 4.12.3 and 47 CFR § 51.319(a)(3)(iii).

4.12.2.2 If SBC TEXAS maintains the existing copper loop pursuant to Section 51.319(a)(3)(ii)(A) of this section need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case SBC TEXAS shall restore the copper loop to serviceable condition upon request.

4.12.2.3 Should SBC TEXAS retire the copper loop pursuant to Section 4.12.3 and 47 CFR § 51.319(a)(3)(iii) of this section 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, SBC 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, SBC TEXAS shall provide CLEC with access to a DS1 251(c)(3) UNE Digital Loop, where available, to any building not served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as 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 4.9.4.1, SBC TEXAS shall provide CLEC with access to a DS3 251(c)(3)UNE Digital Loop, where available, to any building not served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as 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 Digital 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 Digital Loops or DS3 Digital Loops already purchased by CLEC on 251(c)(3) UNEs under this Agreement, SBC 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, SBC 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 SBC TEXAS notice letter. Unless CLEC has submitted an LSR and/or ASR, as applicable, to SBC TEXAS requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, SBC 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 SBC 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 SBC TEXAS have failed to reach agreement as to a substitute service within such sixty (60) day period, then SBC TEXAS may disconnect the subject UNE(s) or combination of UNEs

4.13.3 Where such UNE(s) or combination of UNEs are converted to an analogous access service, SBC TEXAS shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of SBC TEXAS' applicable access tariff, with the effective bill date being the first day following the sixty (60) notice period. SBC 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.

4.13.4 Products provided by SBC 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 SBC Texas, in which case such cross-connects will be priced at TELRIC .

4.13.5 The Parties agree that activity by SBC TEXAS under this Section 4.13 shall not be subject to the Network Disclosure Rules.

4.14 Subloop Elements

4.14.1 SBC TEXAS shall provide CLEC with nondiscriminatory access to a copper subloop on an 251(c)(3) Unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in SBC TEXAS' outside plant, including inside wire owned or controlled by SBC TEXAS, and the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

4.14.1.1 Point of technically feasible access. A point of technically feasible access is any point in SBC TEXAS' outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface, SBC TEXAS shall, upon site-specific request, provide access to a copper subloop at a splice near a remote terminal. SBC TEXAS shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.

a. at the pole or pedestal, Feeder Distribution Interface or Serving Area Interface (FDI/SAI), NID, MPOE, any remote terminal, the point in the SBC TEXAS outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).

b. at any point that the state commission has determined, in any state proceeding, is technically feasible.

4.14.2 Subloop Element - Functionality and General Requirements

4.14.2.1 Subloop Element includes but is not limited to the following functionality:

(a) Loop Distribution
(b) Inside Wire Subloop

4.14.3 Intentionally left blank.

4.14.4 Loop Distribution

4.14.4.1 Loop Distribution is a sub-loop Network Element that is composed of two distinct component parts: Distribution Media and a Network Interface Device (NID) or Minimum Point of Entry (MPOE). Each component part is defined in detail below.

4.14.4.1.1 Distribution Media provides connectivity between the NID and the terminal block on the subscriber-side of an FDI. The FDI is a device that terminates both the Distribution Media and the Loop Feeder. The distribution and feeder facilities are cross-connected at the FDI to create a bundled Loop (i.e., a continuous transmission path between the NID and a telephone company central office MDF). The FDI typically makes use of a manual cross-connection, and may be housed inside an outside plant cabinet, hut or remote terminal ("green box"), in a vault (commonly known as a controlled environment Vault – CEV), or utility room in a multi-dwelling unit.

4.14.4.1.2 The Distribution Media will be copper twisted pair.

4.14.4.1.2.1 SBC TEXAS will provide Loop distribution in response to specific CLEC requests for such access.

4.14.5 Requirements for All Distribution

4.14.5.1 251(c)(3) Unbundled Distribution shall be capable of transmitting signals for the following services if provided (as requested by CLEC):

4.14.5.2 SBC TEXAS shall provide Unbundled Distribution in conformance with the relevant and applicable requirements set forth in the industry standard technical reference.

4.14.5.3 SBC TEXAS shall provide CLEC with nondiscriminatory access to unbundled Distribution.

4.14.5.4 SBC TEXAS shall offer unbundled Distribution together with, and separately from the NID component of Loop Distribution. Where CLEC requests such Distribution without the SBC TEXAS NID, CLEC will provide a suitable NID in accordance with the relevant and applicable standards listed in the industry standard technical reference.

4.14.5.5 Intentionally Left Blank

4.14.5.6 If CLEC purchases a Sub-loop at the NID, the Sub-loop will include the functionality of the NID for the Sub-loop portion purchased.

4.14.6 Inside Wire Subloop Definition

The Inside Wire Subloop network element, as set forth in FCC Rule 51.319(b), is defined as any portion of the loop that is technically feasible to access from any point in SBC TEXAS' outside plant at or near a multiunit premises, the inside wire owned, leased, or controlled by SBC TEXAS. Typically, the inside wire subloop is accessed at the premises' minimum point of entry (MPOE), as defined in FCC Rule 68.105 and SBC TEXAS' demarcation point as defined in FCC Rule 68.3. In multi-unit properties, the Inside Wire Subloop may include the NID. Maintenance and control of inside wire is under the control of the premises owner, except in those multi-unit properties where SBC TEXAS owns and maintains control over inside wire within a building or on a property up to the NID. Maintenance and control of Insider Wire Subloop on the property owner's side of the demarcation point may be under the control of the property owner or the End User.

4.14.6.1 Inside Wire Subloop UNEs must be made available at any capacity level or transmission type.

4.14.6.2 Point of technically feasible access. A point of technically feasible access is any point in SBC TEXAS' outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

4.14.7 Subject to Section 1.3 and Section 2 of this Attachment UNE, SBC TEXAS shall provide Sub-Loop Elements under the following terms and conditions in this subsection.

4.14.7.1 "MTE" for the purpose of Term To NID subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

4.14.7.1.1 "Residential Low Rise" for the purpose of Term to NID subloop is a residential building with five stories or less.

4.14.7.1.2 "Business High Rise" for the purpose of Term to NID subloop is a business building with six stories or more.

4.14.7.1.3 "Business Low Rise" for the purpose of Term to NID subloop is a business building with five stories or less.

4.14.7.2 "SPOI" is defined as a Single Point of Interconnection. SBC TEXAS will construct a SPOI only to those multiunit premises where SBC TEXAS has distribution facilities to the premises and SBC TEXAS either owns, controls, or leases the inside wire, if any, at such premises. If SBC TEXAS has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, customers at such premises, it is not obligated to construct a SPOI. SBC TEXAS' obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for an 251(c)(3) Unbundled subloop network element via a SPOI.

4.14.8 SBC TEXAS will offer the following subloop types:

4.14.8.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

4.14.8.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

4.14.9 Provisioning:

4.14.9.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

4.14.9.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

4.14.10 Maintenance:

4.14.10.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC TEXAS switch/testing equipment will be lost.

4.14.10.2 CLEC shall isolate trouble to the SBC TEXAS Subloop portion of the CLEC's service before reporting trouble to SBC TEXAS.

4.14.10.3 SBC TEXAS shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC TEXAS on a trouble report and the fault is determined to be in CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

4.14.10.4 Once all subloop access arrangements have been completed and balance of payment due SBC TEXAS is received, CLEC may place a LSR for subloops at this location. Prices at which SBC TEXAS agrees to provide CLEC with 251(c)(3) Unbundled Network Elements (UNE) are contained in Appendix Pricing.

4.14.10.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, SBC TEXAS repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should CLEC cabling require replacement, SBC TEXAS will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

4.14.10.6 Subloop Access Arrangements:

4.14.10.6.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC TEXAS subloop network.

4.14.10.6.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

4.14.10.6.3 Upon receipt of a complete and correct application, SBC TEXAS will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

4.14.10.6.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

4.14.10.6.5 Subloop inquiries do not serve to reserve subloop(s).

4.14.10.6.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

4.14.10.6.7 CLEC will be responsible for obtaining rights of way from owners of property where SBC TEXAS has placed the equipment necessary for the SAA prior to submitting the request for SCA.

4.14.10.6.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, CLEC should have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to provide the guidelines for

both CLEC and SBC TEXAS to successfully implement subloops, should collocation, access to poles/conduits, or rights of way be required.

4.14.10.6.9 Except as set forth below in this Section 4.14.10, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to SBC TEXAS written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. SBC TEXAS will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way as defined in Section 4.14.10.6.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, SBC TEXAS will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

4.14.10.6.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with a SBC TEXAS technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into SBC TEXAS' interconnection point.

4.14.10.6.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC TEXAS to properly engineer access to each SAI and to ensure SBC TEXAS does not provide more available terminations than CLEC expects to use.

4.14.10.6.12 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

4.14.10.6.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal by SBC if such terminations are needed by SBC Texas to fulfill a request for service. SBC Texas shall provide CLEC forty-five (45) days' advance written notice of SBC Texas' need for such unused terminations and a date on which it intends to remove the unused terminations at CLEC expense.

4.14.10.6.14 In the event CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC TEXAS for removal of their facilities from the SAA.

4.14.10.6.15 Subloop Access Arrangement (SAA) Access Points:

4.14.10.6.15.1 SAI/FDI or Terminal: SBC Texas will provide information, by geographic area, regarding what is served by the FDI/SAI serving area. This information will be provided via the DTI Tool which shall be available on the CLEC Webpage.

4.14.10.6.15.1.1 CLEC cable to be terminated in a SBC TEXAS SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

4.14.10.6.15.1.2 CLEC may elect to place its cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase that SBC TEXAS will terminate on available binding posts in the SAI/FDI or Terminal.

4.14.10.6.15.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC TEXAS will stub out a cable from the SAI/FDI or Terminal, which SBC TEXAS will splice to the CLEC cable at the meet point.

4.14.10.6.15.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.

4.14.10.6.15.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, SBC TEXAS may choose to increase capacity of the SAI/FDI by the method of its choice, for which CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing CLEC to terminate its cable at the SAI/FDI.

4.14.10.6.15.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, SBC TEXAS may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which CLEC will be charged.

4.14.10.6.15.1.7 Relocation of Existing SBC TEXAS/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

4.14.10.6.15.1.7.1 SBC TEXAS shall notify CLEC of pending relocation as soon as SBC TEXAS receives such notice.

4.14.10.6.15.1.7.2 CLEC shall notify SBC TEXAS of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

4.14.10.6.15.1.7.3 SBC TEXAS shall then provide CLEC an estimate to terminate its facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and SBC TEXAS engineer.

4.14.10.6.15.1.7.4 CLEC shall notify SBC TEXAS of acceptance or rejection of the new SCA within 10 business days of its receipt of SBC TEXAS' estimate.

4.14.10.6.15.1.7.5 Upon acceptance of the SBC TEXAS estimate, CLEC shall pay at least 50% of the relocation costs at the same time as it notifies SBC TEXAS of its acceptance of estimate costs.

4.14.10.6.15.1.7.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC TEXAS as to the date that SBC TEXAS may remove CLEC's facilities from that SAA. CLEC will pay SBC TEXAS for all costs associated with the removal of CLEC's SAA.

4.14.10.6.15.1.7.7 In the event that CLEC does not respond to SBC TEXAS in time to have its facilities relocated, SBC TEXAS shall move CLEC facilities and submit a bill for payment to CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to CLEC.

4.14.11 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Subloop Segment

4.14.11.1 As an alternative to the establishment of a Subloop Access Arrangement in those instances where CLEC wishes to access/lease SBC TEXAS Term to NID subloop segments in order to serve its end-user customers at MTEs ("Term to NID MTE Subloop Segments"), CLEC may place, own and manage, for its

own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Subloop Segment cross-connect leased from SBC TEXAS within the intermediary box (in order to obtain access to SBC TEXAS Term to NID MTE Subloop Segments). In the event CLEC wishes to access SBC TEXAS Term to NID MTE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

4.14.11.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC TEXAS terminal.

4.14.11.1.2 The intermediary box shall contain blocks that meet SBC TEXAS' published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the SBC TEXAS technician the ability to run jumper/cross connect from SBC TEXAS terminal to the intermediary box.

4.14.11.1.3 CLEC agrees that the SBC TEXAS technician shall run the jumper/cross-connect from SBC TEXAS' serving terminal to CLEC's intermediary box, in order for CLEC to access SBC TEXAS' Term to NID MTE Subloop Segments. For security and safety, SBC TEXAS will incase the cross connect in conduit, a protective covered common path, between the SBC TEXAS terminal and CLEC's intermediary box.

4.14.11.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Subloop Segments from SBC TEXAS.

4.14.11.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to SBC TEXAS associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Subloop Segment including, without limitation: transferring the end-user customer's service from SBC TEXAS to CLEC, providing SBC TEXAS with CFA prior to ordering and the assigning of a specific Term to NID MTE Subloop Segment(s).

4.14.11.1.6 The ordering procedures for the Term to NID MTE Subloop Segment will be the same as those that apply to subloop UNEs today and shall be submitted to SBC TEXAS by CLEC via a Local Service Request ("LSR").

4.14.11.1.7 SBC TEXAS will upon receipt of the LSR from CLEC for a Term to NID MTE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by CLEC on the LSR, from the SBC TEXAS terminal to the CLEC intermediary box. SBC TEXAS must have access to the intermediary box for completion of the order.

4.14.11.1.8 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Subloop Segments, CLEC may elect to lease from SBC TEXAS Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment" In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from SBC TEXAS in lieu of SBC TEXAS' standard Term to NID subloop segment addressed in this Section 8.18.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment.

4.14.11.2 Establishment of Term to NID MTE Subloop Segment when no Intermediary Box is installed

4.14.11.2.1 In those instances where CLEC elects not to install an intermediary box or to have SBC TEXAS install an intermediary box pursuant to the SAA process outlined herein above, CLEC may still lease from SBC

TEXAS Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from SBC TEXAS in lieu of SBC TEXAS' standard Term to NID subloop segment addressed in Section 8.18.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment. In such cases, SBC TEXAS will provide CLEC with access to the Term To NID MTE subloop via a cross connect. The SBC TEXAS technician will tag appropriately and will leave up to one foot of exposed wire at CLEC's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, SBC TEXAS will incase the cross connect in conduit, a protective covered common path, between the SBC TEXAS terminal and the CLEC terminal.

4.14.11.2.2 If CLEC elects this option to obtain access to the Term To NID subloop in an MTE Environment, neither the SBC TEXAS SAA process nor the intermediary box option would be required. Because CLEC would have full responsibility for terminating the SBC TEXAS cross-connect, SBC TEXAS could not require any CFA information from CLEC.

4.14.12 CLEC may obtain access to DS1, DS3 Subloops at any technically feasible point at the multi-tenant building/property.

4.15 Connections Relating to Subloops

4.15.1 Connection at a pole; CLEC may request SBC TEXAS to place a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC 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.

4.15.2 Connection at an FDI, an RT, a terminal or NID: CLEC may access a distribution subloop at an FDI, a terminal, a NID, or an RT. For Engineering Controlled Splice (ECS) applications and Small Volume Splice (SVS) installations the rates and timeframes stated in Section 4.19 shall be treated as interim pursuant to Section 4.19.6 and 4.19.11 of this agreement.

4.15.2.1 Where CLEC has requested SBC TEXAS to combine two distribution subloops that are not on the same physical pathway, the combination shall be performed by SBC TEXAS on an individual case basis, and shall be priced at TELRIC-based rates. The Parties agree that SBC TEXAS shall not be required to install new subloops where none already exist. The combination shall be performed within 30 days after the parties agree on the charges for work to be performed. The parties may extend the time for performance by agreement.

4.15.2.2 Subloop Access Arrangement form: CLEC shall request all subloops via the SBC Texas Subloop Access Arrangement form (SAA) whether for small or large volume applications. CLEC will submit an SAA to initiate the process of requesting SBC Texas to make its election and, if SBC Texas elects to provide cabling, for establishing connection at an FDI, RT, NID or other terminal, to submit the initial order for required subloops to be combined under all three options.

4.15.2.3 Connection at an FDI or an RT; CLEC may access a copper subloop at an FDI, or an RT through the ECS or SVS applications. The SVS application shall be limited to 1-25 copper pair. Only one SVS installation shall be permitted per location.

4.16 Engineering Controlled Splice (ECS)/Small Volume Splice (SVS)

4.16.1 Engineering Controlled Splice (ECS): On an interim basis, for large volume interconnection arrangements established by CLEC through SBC TEXAS' Special Construction Arrangement ("SCA")/ECS process, SBC TEXAS will provide CLEC with subloop access to the RT under existing rates, terms and conditions as to the FDI and will provide CLEC with the same accessibility on an individual case basis ("ICB") to the RT (when hard wired) under existing rates, terms and conditions as set forth below;

4.16.2 In those instances where an RT is hard wired, CLEC may obtain large volume access to a non-high capacity copper subloop, at, or adjacent to, the RT via a cross-connect point (referred to as an ECS). At the CLEC's election the CLEC may request an ECS in lieu of an SVS. The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA) subject to the following rates, terms and conditions:

4.16.3 As an ordering charge, CLEC shall pay SBC TEXAS the rate specified in Appendix Pricing UNE for one New Complex service order charge.

4.16.4 The ECS shall be priced on an ICB basis. CLEC shall pay labor charges to SBC TEXAS for ten (10) hours in Maintenance Service Charge fees for each twenty five (25) pair increment. The number of pairs involved is the sum of all CLEC pairs to be terminated, and all SBC TEXAS pairs requested for access. All terminations of CLEC and SBC TEXAS will be in 25 pair increments.

4.16.5 SBC TEXAS shall complete the ECS within ninety (90) days from the date SBC TEXAS receives CLEC's request for an ECS. CLEC shall request an ECS by submitting an SCA using a Sub-loop Access Arrangement Application CLEC shall submit a separate request for each ECS. Upon completion of the ECS, CLEC will pay SBC TEXAS the actual cost of all material required to complete the ECS before Connecting Facility Arrangement (CFA) assignments are provided to CLEC.

4.16.6 Permanent prices. After SBC TEXAS has completed a total of at least five (5) ECS applications in Texas, whether for the CLEC party to this Agreement or for CLEC's party to similar agreements, either Party to this Agreement may initiate a new proceeding before the TPUC to set permanent rates on pricing and installation time. Should either party initiate such a proceeding, all charges associated with any ECS requests submitted by CLEC to SBC TEXAS beyond the fifth ECS application completed under this Agreement or similar agreements, will be retroactively trued-up to the final prices determined in such proceeding (i.e., starting with any ECS charges paid by CLEC to SBC TEXAS beyond the 6th ECS request (subject to any appeals and associated review).

4.16.7 Small Volume Splice (SVS): A Small Volume Splice (SVS) is a connection between the CLEC Subloop Interface Device (SID) and a SBC TEXAS RT or FDI. A SID is a CLEC provided pre-wired cross-connect device. Unless otherwise agreed to by the parties, an SVS will be a twenty-five pair copper raw ended cable. The non-splicing party shall provide sufficient cable to allow for splicing by the splicing party within an enclosure. The splicing party shall splice the cable together using an appropriate connector and shall weatherize and protect the connection using industry standard methods for outside plant work.

4.16.8 CLEC will be given cable facility assignment (CFA) information identifying the location of the terminating cable at the SBC TEXAS location upon completion of the engineering work order associated with the SVS.

4.16.9 CLEC shall initiate a splice between its SID and a SBC TEXAS FDI or RT y submitting a Subloop Access Arrangement (SAA) Application. SBC TEXAS may assess 1 New Complex service order charge and 10

hours in Maintenance Service Charges for each SVS performed. SBC TEXAS shall complete all required work and make subloop access available within 90 calendar days from the day CLEC requests such access.

4.16.10 Permanent prices. After SBC Texas has completed a total of at least five (5) SVS applications in Texas, whether for a CLEC party to this Agreement or for CLEC's party to similar agreements, either Party may initiate a new proceeding before the TPUC to set permanent rates on pricing and installation time. Should either party initiate such a proceeding, all charges associated with any SVS requests submitted by CLEC to SBC TEXAS beyond the fifth SVS applications completed by SBC TEXAS under this Agreement or similar agreements, will be retroactively trued-up to the final prices determined in such proceeding (i.e., starting with any SVS charges paid by CLEC to SBC TEXAS beyond the SVS request completed by SBC TEXAS (subject to any appeals and associated review).

4.17 Coordinated Cut

4.17.1 For each Loop order awaiting completion in SBC TEXAS' ordering systems, CLEC will contact SBC 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 SBC 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 time and material described in SBC TEXAS' Network and Exchange Services Tariff. When CLEC orders CHC service, SBC 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 Appendix Pricing, Schedule of Prices.

4.17.2 Within the appointed half-hour cutover time, CLEC will call SBC 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 SBC 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 SBC TEXAS can not comply with the schedule, that party will timely notify the other. If CLEC's notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, the CLEC will pay SBC TEXAS the applicable Non-Recurring Charge (NRC). In addition, non-recurring charges for the rescheduled appointment will apply. If SBC TEXAS' notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, SBC TEXAS will waive any applicable NRC. If SBC TEXAS' LOC is not available or ready when CLEC calls during the half (1/2) hour interval, SBC 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) UNE, SBC 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 SBC TEXAS interoffice transmission facilities between wire centers or switches owned by SBC TEXAS, or between wire centers or switches owned by SBC TEXAS and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier. SBC TEXAS is not obligated to provide CLEC with 251(c)(3) Unbundled access to Dedicated Transport that does not connect a pair of SBC TEXAS' wire centers.

5.2.1 A "route" is defined as a transmission path between one of SBC TEXAS' wire centers or switches and another of SBC TEXAS' wire centers or switches. A route between two points (e.g. wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.3 SBC 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 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 SBC 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 SBC 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 SBC TEXAS may elect. If CLEC requests special routing of Dedicated Transport, SBC 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 unbundled Dedicated Transport e.g., multiplexing, are available at the rates listed in Appendix Pricing.

5.3.2 Routine Network Modifications - UNE Dedicated Transport

5.3.2.1 SBC 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. SBC 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, SBC 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 SBC 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 Transport "Caps"

5.3.3.1 DS3 Transport "Caps"-- SBC TEXAS is not obligated to provide to CLEC more than twelve(12) DS3 UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, SBC TEXAS is not required to accept cap-exceeding UNE orders if and when SBC 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. SBC 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 Transport "Caps" SBC is not obligated to provide to CLEC more than ten (10) DS1 UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, SBC Texas is not required to accept cap-exceeding UNE orders if and when SBC 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. SBC 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 "tiers," as follows:

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

(ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

(iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

5.3.4.2 DS1 Transport Declassification

5.3.4.2.1 Subject to the cap described in Section 5.3.3.2, SBC TEXAS shall provide CLEC with access to UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC TEXAS must provide UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire

Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as 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 DS3 Transport Declassification

5.3.4.3.1 Subject to the cap described in Section 5.3.3.1, SBC TEXAS shall provide CLEC with access to UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC TEXAS must provide 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-Online website, identifying the wire centers where routes for DS1 and DS3 UNE Dedicated Transport are Declassified under Sections 10.10.1 and 10.10.2, 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 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as 251(c)(3) UNEs under this Agreement, SBC 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, SBC 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 SBC TEXAS notice letter. Unless CLEC has submitted an LSR and/or ASR, as applicable, to SBC TEXAS requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, SBC 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 SBC 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 SBC TEXAS have failed to reach agreement as to a substitute service within such sixty (60) day period, then SBC 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, SBC TEXAS shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of SBC TEXAS' applicable access tariff, with the effective bill date being the first day following the sixty (60) notice period. SBC 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 SBC 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 SBC Texas, in which case such cross-connects will be priced at TELRIC.

5.3.6 The Parties agree that activity by SBC TEXAS under this Section 5.3 shall not be subject to the Network Disclosure Rules.

5.3.7 Technical Requirements For All Dedicated Transport

This Section sets forth technical requirements for all Dedicated Transport.

5.3.7.1 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 circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

5.3.7.2 SBC 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 SBC TEXAS for CLEC specific diversity. SBC TEXAS will advise CLEC of the applicable additional charges. SBC 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.

5.3.7.3 Where physical diversity does not exist for dedicated transport, SBC TEXAS may be requested to provide such diversity through the BFR process.

5.3.8 Digital Cross-Connect System (DCS)

5.3.8.1 SBC TEXAS will offer DCS as NRS (Network Reconfiguration Service) through the Federal Tariff F.C.C. No. 73, Section 18, Network Management Services,

6.0 911 or E911 DATABASE

6.1 Access to SBC TEXAS' 911 or E911 call related databases will be provided as described in 911 and E911 Appendix.

7.0 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.

8.0 Cross-connects

8.1 The cross connect is the media between the SBC TEXAS distribution frame and an CLEC designated collocated space, UNE Access Method, Subloop Access Method or other SBC TEXAS 251(c)(3) Unbundled Network Elements purchased by CLEC.

8.2 SBC TEXAS offers a choice of loop cross connects with each 251(c)(3) Unbundled loop type. SBC TEXAS will charge CLEC the appropriate rate as set forth in Appendix Pricing UNE - Schedule of Prices labeled "Loop Cross Connects with Testing" and "Loop Cross Connects 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 SBC TEXAS will offer and provide a choice of cross connects with subloop elements. SBC TEXAS will charge CLEC the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Subloop Cross Connect".

8.5 Cross connects must also be ordered with 251(c)(3) Unbundled Dedicated Transport (UDT).

8.5.1 SBC TEXAS will charge CLEC the applicable rates as shown on Appendix Pricing UNE - Schedule of Prices labeled "Dedicated Transport Cross Connect".

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 Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber to Collocation Cross Connects".

9.0 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 SBC TEXAS agrees to offer to CLEC under this Agreement.

9.1 SBC 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, SBC 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

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

10.0 Pricing

10.1 Price Schedules

Attached hereto as Appendix Pricing - UNE is a schedule which reflects the prices at which SBC TEXAS agrees to furnish 251(c)(3) Unbundled Network Elements to CLEC.

11.00 **251(c)(3) Unbundled Network Elements Combinations**

Notwithstanding anything in this Agreement to the contrary (including but not limited to this Attachment, Appendix Pricing-UNE, and Appendix Pricing-UNE Schedule of Prices):

11.1 SBC 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.

11.2 SBC TEXAS will, except as provided elsewhere in Section 11, provide combinations of 251(c)(3) Unbundled Network Elements to CLEC consistent with SBC TEXAS' obligations in this Agreement at the applicable charges set forth in this Agreement.

12.0 Dark Fiber Dedicated Transport

SBC Texas shall provide UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. SBC 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 Dark Fiber

12.1.1 In SBC TEXAS, 251(c)(3) UNE Unbundled Dedicated Transport dark fiber is deployed, unlit optical fiber within SBC TEXAS' network. UNE Dedicated Transport Dark fiber consists of unactivated optical interoffice transmission facilities.

12.2 Dedicated Transport Dark Fiber

12.2.1 At 251(c)(3) Unbundled dedicated transport dark fiber segments in routes that have not been Declassified, SBC TEXAS will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Section 12.6 and 12.7 below. UNE Dedicated Transport Dark Fiber is defined as SBC TEXAS dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within SBC TEXAS' network, connecting SBC TEXAS switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the SBC TEXAS network and the CLEC network or the location of CLEC equipment. SBC TEXAS will offer dedicated transport dark fiber to CLEC when CLEC has collocation space in each SBC TEXAS CO where the requested dedicated transport dark fiber(s) terminate.

12.2.2 A "route" is defined as a transmission path between one of SBC TEXAS' wire centers or switches and another of SBC TEXAS' wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

12.3 Spare 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 dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares,

fibers set aside and documented for SBC 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-year period.

12.4 Determining Spare Fibers

12.4.1 SBC TEXAS will inventory dedicated transport dark fiber. Spare 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 24 fibers and less: two maintenance spare fibers

12.4.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

12.4.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

12.4.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

12.4.1.1.5 Cables with 216 fibers: 18 maintenance spares

12.4.1.1.6 Cables with 288 fibers: 24 maintenance spares

12.4.1.1.7 Cables with 432 fibers: 36 maintenance spares

12.4.1.1.8 Cables with 864 fibers: 72 maintenance spares.

12.4.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

12.4.1.3 SBC TEXAS growth fibers. Fibers documented as reserved by SBC TEXAS for utilization for growth within the 12 month–period following the carrier's request.

12.4.2 The appropriate SBC TEXAS engineering organization will maintain records on each fiber optic cable for which CLECs request 251(c)(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 dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, SBC TEXAS will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 11 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 Appendix Pricing.

12.5.2.1 If spare 251(c)(3) UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, SBC 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 Appendix Pricing 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 Appendix. For clarification purposes, SBC TEXAS' right of revocation of access under this Section 11.9 applies even when the affected 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 SBC TEXAS provided the fiber(s), SBC 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 SBC TEXAS inventory.

12.6.3 SBC 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, SBC TEXAS will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. SBC TEXAS must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet SBC TEXAS' bandwidth requirements within the 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 SBC 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 SBC 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 SBC TEXAS shall provide CLEC with access to 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 UNE Dedicated Transport Dark Fiber under this

Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such route(s).

12.9.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as a 251(c)(3) UNE under this Agreement, SBC 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, SBC TEXAS agrees to continue providing such element(s) under the terms of this Agreement. At the end of the 60-day notice period, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC 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 SBC TEXAS notice letter.

12.9.3 Products provided by SBC TEXAS in conjunction with UNE Dedicated Transport Dark Fiber or loop dark fiber, if any, shall also be subject to termination under this Section 12.11 where such fiber is Declassified.

12.9.4 The Parties agree that activity by SBC TEXAS under this Section 12.11 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 "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 fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

(ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

(iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

12.11 Routine Network Modifications for UNE Dark Fiber Dedicated Transport

12.11.1 SBC TEXAS shall make routine network modifications to UNE Dedicated Transport Dark Fiber facilities used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested UNE Dedicated Transport Dark Fiber facilities have already been constructed. SBC TEXAS shall perform routine network modifications to UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether the 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 SBC 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 SBC 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. SBC Texas is not obligated to perform those activities for a requesting telecommunications carrier.

12.12.2 SBC 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 SBC TEXAS' retail customers.

12.12.3 Notwithstanding anything to the contrary herein, SBC 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 SBC 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 SBC Texas and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption (i.e., the MFN Agreement Effective Date).

13.0 Maintenance/Repairs/Testing

13.1 SBC 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 SBC 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 SBC 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 SBC TEXAS customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC TEXAS customers. CLEC and SBC TEXAS agree to use the severity and priority restoration guidelines set forth in SBC TEXAS MMP 94-08-001 dated April 1996, and as subsequently modified.

13.3 When SBC TEXAS returns a “no trouble found” response to a CLEC trouble ticket, CLEC may accept the response or seek a joint test with the SBC 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 SBC TEXAS technicians to CLEC Customer premises shall be accomplished by SBC TEXAS pursuant to a request received from CLEC When a SBC TEXAS employee visits the premises of an CLEC local customer, the SBC 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 SBC TEXAS from CLEC customers will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SBC 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 SBC 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 SBC TEXAS customers to a SBC TEXAS designated number.

ATTACHMENT A

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[1] (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 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

[1] 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

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 if CLEC submitted a self-certification for the wire center(s) in dispute at the rates in the UNE Pricing Appendix to the Agreement. If 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 pay 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 loop/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also paypay true-up for the period after the end of the 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 pay 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 AT&T TEXAS' 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 pay 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 pay 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.

1.1.3.2.1.3 For DS1/DS3 Transport or DS1/DS3 Loops, CLEC will pay 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 AT&T TEXAS' wire center designation, CLEC will pay true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after AT&T 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/transitional rate will continue to apply until the facility has been transitioned.

1.1.4 If CLEC has self-certified, and, during the pendancy 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 CLEC in the event the state Commission upholds

CLEC's self-certification. AT&T Texas will pay true-up to CLEC based on the difference between the transitional rate paid by CLEC and the TELRIC-based rate to which 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 the 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 DS1/DS3 High Capacity Loops available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended. CLEC will continue to have unbundled access to DS1/DS3 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.

APPENDIX
ALTERNATE BILLED SERVICES (ABS) TRAFFIC

This Appendix, Alternate Billed Services, sets forth the terms and conditions for Alternate Billed Services Billing and Settlement for Unbundled Network Element Platform ("UNE-P") Alternate Billed Services Traffic.

1.0 DEFINITIONS

1.1 "Adjustments" means either (1) any dollar amounts that are credited to CLEC's End-User Customer as defined in this Appendix, or (2) any charges or credits to the CLEC's Account for amounts that may include, but are not limited to declared Unbillables, Duplicates and/or Uncollectibles, as defined herein.

1.2 "Alternate Billed Service" (ABS) is traffic or service that is provided by any local service provider (LSP) to another LSP's end user customer over the UNE platform, and includes a service that allows End-Users to bill calls to accounts that may not be associated with the originating line. Calling card, collect and third number billed calls are examples of ABS calls. The phrase "Alternate Billed Service" or ABS is sometimes referred to as Alternate Billing Services, Alternatively Billed Traffic (ABT), Alternatively Billed Services, or Alternately Billed Services. The different terms are interchangeable and offer no difference in connotation.

1.3 "Billing Company" shall mean the Party that has the End-User customer that needs to be billed for the ABS call charges.

1.4 "Daily Usage File" (DUF) is a process whereby a CLEC receives usage sensitive records and returns records for consideration of an adjustment in the industry standard format, currently Exchange Message Interface (EMI).

1.5 "Earning Company" shall mean the Party that originates the ABS call but does not have the End-User customer that needs to be billed for the ABS call charges.

1.6 "End User" means a third-party residence or business that subscribes to Telecommunications Services provided at retail by the CLEC. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.7 SBC Texas - As used herein, SBC Texas means the applicable SBC owned ILEC(s) doing business in Texas.

1.8 "Incollect" shall mean calls that are placed using the services of SBC Texas or another LEC or LSP and billed to an unbundled Network Element (e.g., switch port) of CLEC.

1.9 "Messages" means the call detail information provided via the DUF.

1.10 "Outcollect" shall mean calls that are placed using CLEC Network Elements (e.g., switch port) and billed to a SBC Texas line or other LEC or LSP.

1.11 (Intentionally omitted.)

1.12 "Rated ABS Message" means an ABS message originating from SBC Texas that is rated and listed on the DUF.

1.13 "Rejects" means Messages that fail to pass edits in the CLEC's billing system, including Messages that do not pass due to: (1) the age of the call; (2) missing information; (3) incomplete information, or (4) Automatic

Number Identification "ANIs" that do not belong to the CLEC at the time the calls was made. Rejects are considered "Unbillable" as defined herein.

1.14 "Selective Blocking" means a blocking functionality which selectively blocks calls that originate from certain inmate facilities that are served by SBC Texas's Public Communications affiliate and that are billable to CLEC's UNE-P End-Users (that is certain inmate – originated collect calls terminating to CLEC's unbundled switch-port). Traffic originating from these inmate facilities will not complete to UNE-P End-Users. SBC Texas will identify CLEC's OCNs and provide programming necessary to restrict inmate originated collect calls, which terminate to SBC Texas unbundled local switch ports.

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

1.16 "Toll Billing Exception" (TBE) means a blocking functionality which uses pre-existing Line Information Database "LIDB" that is currently available under the Interconnection Agreement to block CLEC's retail lines. CLEC orders TBE blocking via the service order process or an equivalent.

1.17 "Unbillable" means the rated value of an ABS Message that is not billable to CLEC's End-User because of missing information in the billing record or because of some other billing error (not the result of an error by CLEC) that is returned to SBC Texas by means of the DUF. Rated messages for which Customer Usage Data was not furnished by SBC Texas to CLEC within 120 days of the date such usage was incurred are Unbillables.

1.18 "Uncollectible" means an ABS Message for which charges are billed by CLEC to CLEC End-User's telephone number and cannot be collected by CLEC from its End-User, despite CLEC's collection efforts.

2.0 ABS TRAFFIC BILLING OPTIONS

CLEC may select one of the billing options for Alternate Billed Services (ABS) set forth below. The option selected by CLEC shall be noted in Appendix A to the General Terms and Conditions. If CLEC fails to select and note one of the billing options identified below, the default selection of ABS Billing Option 1 (SBC blocking of end user) will be selected on CLEC's behalf. CLEC may change the ABS billing option upon 60 days' notice to SBC Texas.

If CLEC chooses Option 1, default or otherwise, then the CLEC will not be responsible for ABS charges incurred on lines on which the ILEC has failed to place TBE blocking. If a CLEC chooses Option 2 or 3, the CLEC is responsible only for the ABS charges as outlined by the provisions in that option.

2.1 Option 1: (SBC blocking of end user)

2.1.1 CLEC shall block its End-User Customer access to ABS messages by requesting full Toll Billing Exception (TBE) blocking when it submits its order for ULS. If it exercises and implements this option, CLEC is not responsible for any charges for ABS traffic.

2.1.2 Intentionally left blank.

2.1.3 CLEC shall notify SBC Texas within five (5) business days of deploying a new OCN to insure that Selective Blocking is established correspondingly. Subsequent requests to add Selective Blocking should be submitted to pccdispute@sbc.com.

2.1.4 Intentionally left blank.

2.1.5 Intentionally left blank.

2.1.6 Intentionally left blank.

2.2 Option 2: CLEC provides Billing and Collection Services for ABS Traffic

2.2.1 Under this option, CLEC will provide Billing and Collection Services (B&CS) to SBC Texas for the ABS calls described in this Appendix and for additional Alternate Billing Services that may be developed and agreed to during the term of this Appendix. CLEC may submit up to a maximum of 35% of the SBC Texas' rated ABS messages and applicable taxes delivered via the DUF to SBC Texas as an Uncollectible, for a given bill period. SBC Texas will credit CLEC a Billing and Collection Service (B&CS) fee of $0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on SBC Texas' network.

2.2.2 Billing Services

2.2.2.1 SBC Texas will provide CLEC with formatted records via the DUF for SBC Texas's rated messages for ABS calls in accordance with SBC Texas's requested rate. CLEC will render bills to CLEC's Customers in accordance with standard billing processes. CLEC must bill for all ABS calls contained on the formatted DUF records. CLEC shall bill all calls within thirty (30) days of receiving the applicable DUF.

2.2.2.2 Intentionally left blank.

2.2.2.3 CLEC agrees to modify its billing edits to allow the generation of a bill to an End-User if CLEC receives the ABS billable call records within 45 days after the CLEC End-User's account has been put in a pending closed or closed status in CLEC's customer database. Records older than 45 days that are sent on customer accounts that are in a pending closed or closed status can be returned to SBC Texas as Unbillable.

2.2.2.4 CLEC is not required to bill for ABS calls sent by means of the DUF that are more than 120 days old.

2.2.2.5 CLEC will provide an accounting of collections for ABS charges, including partial payments through a mutually agreed upon format. This report is acceptable on a monthly basis.

2.2.3 Collection Services

These Collection Services consist of:

- Collecting payments remitted by CLEC's End-User Customers for Alternate Billing Services calls;
- Adjusting End User's bills as set forth in Section 7.0 of this Appendix;
- Responding to Customer complaints, inquiries and disputes as set forth in Section 6.0 of this Appendix;
- Remitting net proceeds to SBC Texas;

- Undertaking preliminary collection activity for delinquent accounts which may include but is not limited to referring account to outside collection agency, applying Selective or TBE blocking, or payment plan.

2.2.3.1 Intentionally left blank.

2.2.3.2 Intentionally left blank.

2.2.3.3 Upon termination of this Appendix for any reason, all sums due to SBC Texas hereunder shall be immediately due and payable.

2.2.4 At the CLEC's option, exercisable by delivery of a written request to SBC Texas, SBC Texas will selectively block calls, which originate from inmate facilities that are served by SBC Texas's Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective Blocking, SBC Texas will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to SBC Texas unbundled local switch ports.

2.2.5 Settlement with CLEC:

2.2.5.1 The amount due each billing cycle to SBC Texas from CLEC who selects Option 2, shall be as follows:

(a) Gross ABS Billing Sent; (+)
(b) Less amounts declared as Unbillable or Rejects as provided in Section 8.0 of the Appendix; (-)
(c) Less amounts declared as Duplicates as provided in Section 6.0 of the Appendix; (-)
(d) Less amounts declared as Adjustments as provided in Section 6.0 and 7.0 of the Appendix; (-)
(e) Less amounts declared Uncollectible; (-)
(f) (Intentionally left blank)
(g) Less Billing Service Fee (-)
(h) Less Late Payment Charges previously assessed for Unbillables; (-)
(i) Equals Amount Due SBC Texas: (a-(b,c,d,e,f,g,h)=i.

2.3 Option 3: CLEC Purchase of ABS Accounts Receivable

2.3.1 CLEC is responsible for payment of all charges for ABS Traffic, and will remit payment for all charges, excluding Adjustments as provided in Section 6.0 of the Appendix and/or Unbillables and Rejects, as provided in Section 8.0 of the Appendix. At the sole discretion of the CLEC, it may bill its End-User for ABS calls transmitted via the Daily Usage File (DUF). CLEC shall receive an Accounts Receivable Discount, (the "Accounts Receivable Discount") off the total amount of charges for SBC-originated ABS messages and applicable taxes, which requires that the CLEC pay (a) seventy percent (70%) of the total amount of charges for SBC Texas's- originated rated ABS messages and applicable taxes; and (b) one hundred percent (100%) of any ABS charges passed through SBC Texas by Third Party LECs that are included in a DUF transmission.

2.3.2 At the CLEC's option, exercisable by delivery of a written request to SBC Texas, SBC Texas will selectively block calls which originate from inmate facilities that are served by SBC Texas's Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective

Blocking, SBC Texas will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to SBC Texas unbundled local switch ports.

2.3.3 Settlement with CLEC

2.3.3.1 The amount due each billing cycle to SBC Texas from CLEC who selects Option 3 shall be as follows:

(a) Gross ABS Billing Sent; (+)
(b) Less the 30% Accounts Receivable Discount, as defined with Option 3 above, credited one month in arrears to Requesting Carrier's account; (-)
(c) Less amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix; (-)
(d) Less amounts declared as Duplicates as provided in Section 8.0 of the Appendix; (-)
(e) Less amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)
(f) Less Late Payment Charges previously assessed for Unbillables; (-)
(g) Equals amount Due SBC Texas (a-(b,c,d,e)-f)=g

2.3.3.2 Upon termination of this Appendix for any reason, all sums due to SBC Texas hereunder shall be immediately due and payable.

2.4 Option 4: Billling and Collection Contract

2.4.1 This option allows parties to enter into a billing and collection contract separate and apart from this interconnection agreement.

3.0 DAILY USAGE EXTRACT FILE: Applies to all Options

3.1 Specific provisions, requirements and prices concerning the Daily Usage Extract File and related services are set forth in the Interconnection Agreement, attached hereto.

3.2 Notwithstanding the foregoing, CLEC shall not be liable for any charges for which Customer Usage Data was not furnished by SBC Texas to CLEC within 120 days of the date such usage was incurred. Rated messages for which Customer Usage Data was not furnished by SBC Texas to CLEC within 120 days must be returned to SBC Texas by means of the DUF as an Unbillable record for consideration of an adjustment.

3.3 Intentionally left blank.

3.4 CLEC shall notify SBC's IS Call Center within twenty-four (24) hours if a problem occurs with transmission of the Daily Usage Extract file.

4.0 BILLING AND COLLECTION SERVICES (B&CS): Applies to Options 2 & 3

4.1 Billing Services

4.1.1 CLEC will provide Billing and Collection Services (B&CS) to SBC Texas for the ABS calls described in this Appendix and for additional Alternate Billing Services that may be developed during the term of this Appendix.

4.1.2 SBC Texas will provide CLEC with formatted records via the DUF for SBC Texas' and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate. CLEC will

render bills to CLEC's Customers in accordance with standard billing processes. CLEC must bill for all ABS calls contained on the formatted DUF records. CLEC shall bill all calls within thirty (30) days of receiving the applicable DUF.

4.1.3 CLEC must comply with all federal and state requirements applicable to the provision of the Billing Services.

4.2 Collection Services

These Collection Services consist of:

- Collecting payments remitted by CLEC's End-User Customers for Alternate Billing Services calls;
- Adjusting End User's bills as set forth in Section 8.0 of this Appendix;
- Responding to Customer complaints, inquiries and disputes as set forth in Section 6.1 of this Appendix;
- Remitting net proceeds to SBC Texas;
- Undertaking preliminary collection activity for delinquent accounts which may include but is not limited to referring account to outside collection agency, applying Selective or TBE blocking, or payment plan.

5.0 CHANGES TO PROVIDER'S SERVICES AND RATES

5.1 At its option, the CLEC may pass through discretionary charge(s) to their End-Users, as a mechanism for cost recovery, when billing its End-User Customer.

6.0 ABS CLAIMS AND ADJUSTMENTS

ABS billings will be adjusted for Unbillables, Uncollectibles, Duplicates, and Customer Complaints.

6.1 CLEC End-User Customer Complaints and Inquiries

6.1.1 CLEC is responsible for facilitating all End User complaints, inquiries and disputes associated with ABS calls. SBC Texas will work cooperatively with CLEC to address the CLEC End User's concerns by providing skilled assistance to CLEC. If CLEC is unable or unsure of how to sustain a call with an End-User and wants to launch further investigation on a specific call or a series of calls, CLEC may initiate a claim to SBC Texas as provided in Section 6.2 of this Appendix.

6.2 CLEC ABS Claims

6.2.1 If CLEC is unable or unsure of how to sustain a call with an End-User and wants to launch further Investigation on a specific call or a series of calls, CLEC may send an email to pccdispute@sbc.com and the Dispute Command Center will perform the research necessary to either adjust the call or help the CLEC sustain it with their End-User. The email, from a representative of the CLEC, should provide the inquiry details, which include, but are not limited to, the telephone number, date of dispute/inquiry, charges and/or the nature of the inquiry.

6.2.2 Within five (5) business days of receipt of the email message, a response will be provided to the CLEC's representative as to the disposition. The disposition could be an agreement to adjust the charges, an explanation for sustaining the call, or the request for additional information to assist SBC Texas in completing the investigation.

6.3 Claim Resolution and Adjustments to CLEC's Account

6.3.1 When all questions are answered and disposition is provided to CLEC on an ABS claim, a credit is applied to the CLEC's Billing Account Number (BAN), as appropriate.

6.3.2 Claim resolution is made within thirty (30) calendar days of receipt of claim. In the rare event that a claim cannot be processed within thirty (30) calendar days, notification is made to CLEC via phone or Email and the status will be provided periodically until it is resolved.

6.3.3 If a claim or adjustment is approved, an adjustment is applied to the next account billing cycle.

6.3.4 If a claim is denied, an explanation for the denial is provided. Once SBC Texas resolves the CLEC claim and the resolution Email is sent to CLEC, SBC Texas considers the claim closed and the monies in dispute become collectible. If CLEC does not agree with SBC Texas's resolution of the claim, it is CLEC's responsibility to invoke formal dispute resolution procedures.

7.0 ADJUSTMENTS TO CLEC END-USER'S ACCOUNT

7.1 The CLEC has the option to remove a disputed Uncollectible charge from their End User's account no earlier than thirty (30) days from the date that the message was originally sent to CLEC by means of the DUF.

8.0 UNBILLABLES / REJECTS

8.1 SBC Texas will adjust CLEC's ABS charges for timely and properly returned Unbillables including Rejects. CLEC must return Unbillable and/or Reject claims to SBC Texas by means of the DUF, using the appropriate EMI Guidelines, no later than 60 days from the date the message was originally sent to CLEC through the DUF.

8.2 Upon receipt of returned Unbillable and/or Reject, SBC Texas will first attempt to correct the message and re-send it to CLEC for End-User billing. If the record cannot be corrected, SBC Texas will process appropriate credits to CLEC's account.

8.3 Intentionally omitted.

8.4 Intentionally left blank.

9.0 UNCOLLECTIBLES

9.1 SBC Texas will adjust CLEC's ABS charges for timely and properly returned Uncollectibles, when Option 2 is selected.

9.2 CLEC must return Uncollectibles to SBC Texas by means of the DUF, using the appropriate EMI Guidelines to receive adjustment.

9.3 CLEC may submit Uncollectibles to SBC Texas no earlier than 30 days, but no later than 180 days, from the date that the message was originally sent to CLEC by means of the DUF.

9.4 CLEC shall implement Toll Billing Exception (TBE) for any End-User customer that is 60 days in arrears for any ABS calls. CLEC shall implement such TBE within 5-business days of recoursing an Uncollectible to SBC Texas for adjustment. SBC Texas reserves the right to return Uncollectibles to CLEC if TBE was not placed on the End-User customer access line that is in arrears.

9.5 Intentionally omitted

9.6 In the event that the CLEC wishes to remove TBE from an End User's line, CLEC must present full payment of any previous Uncollectibles on that End User's line to SBC Texas prior to SBC Texas removing TBE on the End User's line.

10.0 TAXES

10.1 Taxes Imposed on Services Performed by Reseller. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on CLEC's performance of Billing Services and Collection Services under this Appendix.

11.0 BLOCKING

11.1 CLEC shall comply with all federal and state requirements to block End User access to ABS calls upon End User's request.

11.2 Intentionally omitted.

11.3 CLEC is obligated to initiate, within 5 business days of receipt of written notice from SBC Texas, an LSR requesting the underlying ULS provider to block ABT calls to or from that End User's telephone number.

11.4 Where blocking is not initiated through an LSR or timely performed by the LSP following receipt of written notice, the provider of ABT services is entitled to liquidated damages from the end-user's LSP. The amount of damages shall be 60% of the total of any ABT charges incurred for each End User for which call blocking was not timely provided, incurred from the date such information was requested until such time as it is provided. All such charges shall be documented through the Daily Usage Feed rated messages.

11.5 In connection with the selective blocking and TBE option, SBC Texas is unable to guarantee that its methodology will block one hundred percent (100%) of the collect/third party calls. CLEC is not responsible for any ABS charges that may occur due to CLEC End User's acceptance of Collect/Third Party calls, if TBE has been appropriately ordered on the End User's line.

11.6 Not all facilities have the necessary equipment or capacity to implement Selective Blocking. For Facilities not capable or without capacity to implement Selective Blocking, Toll Billing Exception (TBE) is an available alternative for the CLEC.

11.7 There is no charge for Selective Blocking.

11.8 Intentionally left blank.

11.9 Certain calling patterns by CLEC's End-Users accepting ABS calls may trigger fraud alerts that may require Toll Billing Exception (TBE) in place of or in addition to Selective Blocking.

11.10 CLEC shall agree to cooperate with SBC Texas to investigate, minimize, and take corrective action in cases of potential fraud. CLEC shall also block its End-User access to ABS calls upon SBC Texas's request in the case of potential fraud.

11.11 Where blocking is erroneously requested, any liability rests with service provider erroneously requesting the blocking.

11.12 Where blocking is done erroneously, any liability rests with the service provided erroneously doing the blocking.

11.13 In the event that the CLEC wishes to remove TBE from an End User's line, CLEC must present full payment of any previous Uncollectibles on that End User's line to SBC Texas prior to SBC Texas removing TBE on the End User's line.

12.0 OUTCOLLECTS AND RECIPROCAL BILLING

12.1 Outcollects: SBC Texas will provide to CLEC the unrated message detail that originates from a CLEC End-User line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, collect.). SBC Texas has agreed to transmit such data on a daily basis by means of the DUF. CLEC as the Local Service Provider (LSP) will be deemed the Earning Company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for End-User billing, by means of the DUF. CLEC will be compensated by the billing company for the revenue it is due. A message charge for SBC Texas's transmission of Outcollect messages to CLEC is applicable, and SBC Texas will bill CLEC for the transmission charge.

12.2 SBC Texas is prepared to reciprocate the terms of this agreement as it relates to CLEC's Outcollects that are billable to SBC Texas and is prepared to compensate CLEC for the revenue it is due.

REMAND ORDER EMBEDDED BASE TEMPORARY RIDER

This is a Temporary Rider (the "Rider") to the Interconnection Agreement by and between SBC TEXAS, ("SBC" or "SBC ILEC") and [CLEC Name] (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, SBC 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, [1] 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:

1.0 TRO-Declassified Elements.

1.1 Pursuant to the *TRO*, nothing in this Agreement requires SBC 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

[1] 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 SBC 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 SBC 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's 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 SBC 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 SBC 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, SBC 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 SBC TEXAS notice letter. SBC TEXAS reserves the right to monitor, review, and/or reject CLEC orders transmitted to SBC 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 SBC 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 SBC 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) SBC 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 SBC TEXAS have failed to reach agreement, under Section 1.2.4(ii), above, as to a substitute service arrangement or element, then SBC 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.

2.0 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, SBC 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, SBC 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.

SBC TEXAS's 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, SBC 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 SBC 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 SBC TEXAS to enable AT&T to identify the loop and transport Network Elements that need to be converted.

2.3.4 SBC 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.

2.3.4.1 To avoid customer impact during the transition of UNE-P to alternative arrangements, SBC TEXAS commits to suppress line loss and related CARE notifications when the conversion requests are processed.

2.3.5 Conversion Charges - SBC 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 SBC 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, SBC 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, SBC 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 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 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.

SBC TEXAS's 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, SBC 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, SBC 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 SBC 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 SBC 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, SBC 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

CLEC	**Southwestern Bell Telephone, L.P. d/b/a SBC Texas by SBC Operations, Inc., its authorized agent**
Signature: _____	Signature: _____
Name: _____ (Print or Type)	Name: Mike Auinbauh
Title: _____ (Print or Type)	Title: AVP-Local Interconnection Marketing
Date: _____	Date: _____

ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and SBC TEXAS will interconnect their networks in the event that CLEC is choosing to operate as a Facility-Based Provider in a given SBC 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.

1.0 Definitions

1.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.

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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 defined as the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the SBC 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 or Local/Access Tandem Switch serving a particular LCA (defined below).

1.8 "Local/Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.

1.9 A "Local Calling Area" or "LCA" is an SBC TEXAS local calling area, as defined in SBC 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.

1.11 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) IntraLATA Toll Traffic.

1.12 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central 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 number to serve an end user, or pools a block of numbers to serve end users.

1.14 "Remote End Office Switch" is an SBC 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 SBC TEXAS End Office Switch. Such features, functions and capabilities are provided between an SBC TEXAS Remote End Office Switch via an umbilical and an SBC 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, (iii) Optional EAS Traffic, (iv) FX Traffic, (v) Transit Traffic, (vii) 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, and/or (viii) IntraLATA Toll Traffic originating from an end user obtaining local dial tone from SBC TEXAS where SBC TEXAS is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

#1.17 A "Tandem Serving Area" or "TSA" is an SBC Texas area defined by the sum of all local calling areas served by SBC Texas End Offices that subtend an SBC Texas tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2.0 Requirements for Establishing Points of Interconnection

#2.0 1 If direct interconnection including dedicated trunking between CLEC and an SBC TEXAS End Office not served by an SBC TEXAS tandem, or direct interconnection including dedicated trunking to an SBC tandem, for Section 251(b)(5) traffic, ISP-bound traffic, Optional EAS traffic or IntraLATA Toll Traffic, is unavailable, the Parties agree to accept transit traffic from a Third Party Originating Carrier (as defined below) transited by an Alternate Tandem Provider (ATP) and shall route traffic to a Third Party Terminating Carrier (as defined below) pursuant to the following terms and conditions:

(a) Prior to delivery of its originating traffic to an Alternate Tandem Provider for termination to SBC TEXAS, CLEC shall ensure that the Alternate Tandem Provider has direct interconnection trunking with SBC TEXAS.

(b) Third Party Terminating Carrier shall mean SBC TEXAS, when traffic is terminated to it by CLEC via an Alternate Tandem Provider or shall mean CLEC when traffic from SBC TEXAS is terminated to CLEC via an ATP.

(c) Third Party Originating Carrier shall mean CLEC when it sends traffic originated by its End Users to SBC TEXAS' End Users via an Alternate Tandem Provider or shall mean SBC TEXAS when it sends traffic originated by its End Users to CLEC via an ATP.

(d) When the Third Party Originating Carrier utilizes an Alternate Tandem Provider to send Traffic originated by its End Users to the End Users of the Third Party Terminating Carrier, the Third Party Originating Carrier shall be responsible for all Section 251(b)(5) traffic, ISP-bound traffic, Optional EAS traffic or IntraLATA Minutes of Use ("MOUs") billed by the Third Party Terminating Carrier for the termination of such traffic. The ATP shall not serve a billing clearinghouse function, unless agreed to in writing by both SBC TEXAS and the CLEC.

(e) Where CLEC and SBC TEXAS have direct trunking between them for Section 251(b)(5) traffic, ISP-bound traffic, Optional EAS traffic or IntraLATA Toll Traffic, in a blocking situation, the Parties agree to overflow traffic via an ATP for termination to the other Party, until such time as the blocking situation is alleviated.

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Section 2.1 through Section 2.7 are the Parties' requirements for establishing a Point of Interconnection (POI) for the Exchange of Section 251(b)(5) IntraLATA Toll Traffic.

#2.1 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within SBC 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 SBC TEXAS' network that is established to interconnect SBC 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 SBC Texas TSA separate from any existing POI arrangement when traffic to/from that SBC Texas TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or (ii) at an SBC Texas End Office not served by an SBC 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 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 SBC TEXAS is the Incumbent LEC and within SBC TEXAS' network.

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

3.0 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 SBC TEXAS Local Tandem in the LCA where CLEC Offers Service when there are SBC TEXAS Local Tandem(s) in the LCA where CLEC Offers Service.

3.1.2 Each SBC TEXAS End Office in the LCA where CLEC Offers Service when there is no SBC TEXAS Local Tandem in the LCA where CLEC Offers Service.

3.2 When CLEC Offers Service in an LCA that has at least one SBC Texas Local Tandem, and the Section 251(b)(5)/IntraLATA Toll Traffic between CLEC and an SBC Texas End Office which subtends an SBC Texas Local Tandem in the LCA exceeds 24 DS0s at peak over three consecutive month's period of time, CLEC shall establish a Direct End Office Trunk Group (Local

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Interconnection Trunk Group that terminates to a SBC Texas End Office also known as a "DEOT" group) to that SBC 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 SBC TEXAS Remote End Office Switch, CLEC shall DEOT to the appropriate SBC TEXAS Host End Office Switch.

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

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8.0 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 SBC TEXAS (as set forth in SBC's CLEC Handbook, published on the CLEC Online website.)

9.0 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 SBC TEXAS with the limited exception detailed in section 9.3 below.

9.2 This only applies to the extent that it does not require SBC TEXAS to redesign its network configuration.

9.3 SBC 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 SBC TEXAS be allowed to issue ASRs on CLEC's behalf.

10.0 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.

11.0 Signaling

11.1 Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC TEXAS network.

11.2 Multifrequency (MF) signaling will be utilized in cases where SBC TEXAS switching platforms do not support SS7.

12.0 Interconnection Methods

12.1 Where CLEC seeks to interconnect with SBC 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 SONET Based;

12.1.4 Mid Span Fiber Meet Point;

12.1.5 Leasing of SBC 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.

13.0 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)

1.0 Introduction

1.1 The Interconnection of CLEC and SBC 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 SBC 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 SBC 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. SBC 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 SBC 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.

#SBC shall provide the cross connections at the central office to combine a CLEC's dedicated transport between SBC 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. SBC is required to perform these functions at TELRIC based rates.

2.0 Trunk Group Configurations

2.1 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 SBC TEXAS where SBC TEXAS is both the Section 251(b)(5) Traffic and IntraLATA Toll provider and Meet Point Traffic. SBC 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 SBC TEXAS)

For traffic that is originated from CLEC to SBC 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 a SBC TEXAS Local/IntraLATA Tandem Switch, Local Tandem switch or directly to a SBC TEXAS End Office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.0 of this Appendix, direct trunk group(s) to SBC TEXAS'

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End Offices will be provisioned as two-way and used as two-way. When SBC 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 SBC 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 SBC TEXAS, Tandem(s) shall be provisioned as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC TEXAS network. Multifrequency (MF) signaling will be utilized in cases where SBC TEXAS' switching platforms do not support SS7.

Trunking to a SBC TEXAS Local, Local/IntraLATA, or Local/Access Tandem Switch will provide CLEC access to the SBC TEXAS End Offices which subtend that tandem and to other service providers which are connected to SBC TEXAS at that Tandem. Trunking to SBC TEXAS' End Office(s) will provide CLEC access only to the NXXs served by that individual End Office(s).

2.3 CLEC Terminating (SBC TEXAS to CLEC)

For CLEC Terminating traffic (SBC TEXAS to CLEC), where SBC TEXAS has a Local/IntraLATA, or Local/Access Tandem Switch, SBC 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 SBC TEXAS where SBC TEXAS is both the Section 251(b)(5) Traffic and IntraLATA Toll provider over a single two-way trunk group. When SBC TEXAS has Access Tandem Switches separate from Local Tandems Switches in a Local Exchange Area, SBC 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. SBC 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 2.1.1 above, direct trunk group(s) between CLEC and SBC 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 SBC TEXAS network. Multifrequency (MF) signaling will be utilized in cases where SBC TEXAS switching platforms do not support SS7.

2.4 Meet Point Traffic

Meet Point Traffic will be transported between the SBC 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 a SBC TEXAS Access Tandem Switch. When SBC TEXAS has more than one Access Tandem Switch within a Local Exchange Area, CLEC may utilize a single "meet point" trunk group to one SBC 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 24 DS0s at peak over three consecutive month's or when no Local Tandem Switch is present in the Local Exchange Area. Trunking to an SBC TEXAS End Office shall afford CLEC access to only the NXXs served by that individual End Office.

2.6 E911 Emergency Traffic

A segregated trunk group will be required to each appropriate E911 tandem within an exchange in which CLEC offers Exchange Service. This trunk group will be set up as a 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

Where technically feasible and the PSAP customer agrees, E911 traffic will be routed on a dedicated trunk group directly to the SBC TEXAS end office 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)

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:

< 15001 access Lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
> 75000 AC	6 trunks (max)

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

At the time that CLEC establishes a Public Response Choke Network NXX and tandem, SBC 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 SBC TEXAS.

2.8 Operator Services

Inward Operator Assistance (Call Code 121) - CLEC may choose from two interconnection options for Inward Operator Assistance.

2.8.1 Option 1 - Interexchange Carrier (IXC)

CLEC may utilize the Interexchange Carrier Network. CLEC will route its calls requiring inward operator assistance through its designated IXC POP to SBC TEXAS' TOPS tandem. SBC TEXAS will route its calls requiring inward operator assistance to CLEC's Designated Operator Switch (TTC) through the designated IXC POP.

CLEC will use the same OSPS platform to provide local and IXC operator services. Where appropriate, CLEC will utilize existing trunks to the SBC TEXAS TOPS platform that are currently used for existing IXC inward operator services.

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2.8.2 Option 2 - CLEC Operator Switch

CLEC will identify a switch as the Designated Operator Switch (TTC) for its NPA-NXXs. SBC TEXAS will route CLEC's calls requiring inward operator assistance to this switch. This option requires a segregated one-way (with MF signaling) trunk group from SBC TEXAS' Access Tandem to the CLEC switch. CLEC calls requiring inward operator assistance will be routed to SBC TEXAS' operator over an IXC network.

3.0 Trunk Design Blocking Criteria

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.0IM [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

Trunk Group Type	Blocking Objective (Neal Wilkinson B.01M)
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange Direct	1 %
IntraLATA Interexchange Tandem	0.5%
911	1 %
Operator Services (DA/DACC)	1 %
Operator Services (0+, 0-)	0.5%
InterLATA Tandem	0.5%

4.0 Forecasting/Servicing Responsibilities

4.1 CLEC agrees to provide an initial trunk forecast for establishing the initial trunk groups. SBC TEXAS shall review this forecast and if SBC TEXAS has any additional information that will change the forecast, SBC TEXAS shall provide this information to CLEC. Subsequent forecasts will be provided on a quarterly or semi-annual basis, at CLEC's election. Two of the quarterly forecasts, or one of the semi-annual forecasts, will be provided concurrent with the publication of the SBC TEXAS General Trunk Forecast. The forecast will include yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years and 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 The Parties agree to review CLEC's trunk capacity in accordance with CLEC's forecasts, including quarterly forecasts, if so elected and submitted by CLEC.

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 (current and plus-1 and plus-2) years; and

4.3.2 A description of major network projects anticipated for the following six months. Major network projects include the introduction of a new switch, trunking or network rearrangements, orders greater than 4 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. SBC 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 SBC 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.

5.0 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 Interconnection Trunk Groups. CLEC may send an ASR to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment and to meet end user demand. SBC TEXAS shall send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups which exceed 65% capacity 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) within five (5) business days and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within five (5) business days issuance of the FOC.

5.3 In a Blocking Situation

5.3.1 In a blocking situation, a TGSR will be issued by SBC TEXAS when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. CLEC, upon receipt and review of a TGSR, in a blocking situation, will issue an ASR to SBC TEXAS within three (3) business days after receipt of the TGSR. CLEC will note "Service Affecting" on the ASR.

5.4 Underutilization

5.4.1 Underutilization of interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

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 thirty-five percent (35%) excess capacity. In all cases grade of service objectives shall be maintained.

5.4.1.2 SBC TEXAS may send a TGSR to CLEC to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, CLEC will issue an ASR to SBC TEXAS within ten (10) business days after receipt of the TGSR, subject to the following sections.

5.4.1.3 Upon review of the TGSR, if CLEC 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 SBC 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, SBC 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, SBC TEXAS will issue an ASR to resize the Interconnection trunks and facilities.

5.5 In all cases except a blocking situation, CLEC, upon receipt and review of a TGSR will issue a complete and accurate ASR to the other Party:

5.5.1 Within ten (10) business days after receipt and review of the TGSR; or

5.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The standard interval used for the provisioning process will be twenty (20) business days.

5.5.3 When either Party requests an expedited order, every effort will be made to accommodate the request.

5.6 Projects require the coordination and execution of multiple orders or related activities between and among SBC TEXAS and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, the introduction of a new switch or central offices, NXX code moves, re-homes, facility grooming, or network rearrangements.

5.6.1 Orders that comprise a project, 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). SBC TEXAS will be responsible for engineering its network on its side of the POI.

5.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be 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 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, SBC 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.

5.10 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Appendix due to end user demand, such Party may designate its ASR as an “Expedite” and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval.

6.0 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.

7.0 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 SBC TEXAS will engineer all Local Interconnection Trunk Groups between SBC TEXAS and CLEC to a 6dB of digital pad configuration. Further, as of the date of the execution of this Agreement, SBC TEXAS and CLEC will cooperatively work to identify and convert all existing Local Interconnection Trunk Groups to a 6dB 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 meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

8.0 Network Management

8.1 Restrictive Controls

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

8.2 Expansive Controls

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

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

9.0 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.

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: Mid-Span Fiber Meet Point (MSFMP); Virtual Collocation; SONET Based; Physical Collocation and leasing of SBC TEXAS facilities; leasing of facilities from a third party; CLEC self-build out or other mutually agreeable methods of obtaining Interconnection.

1.0 Mid-Span Fiber Meet Point (MSFMP)

Mid-Span Fiber Meet Point (MSFMP) between SBC TEXAS and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a SBC TEXAS tandem or end office. This meet will be on a point-to-point linear chain SONET system over single mode fiber optic cable.

If MSFMP is the selected method for interconnection, MSFMP shall be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture for trunk groups used to carry 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 SBC TEXAS where SBC TEXAS is both the Section 251(b)(5) Traffic and IntraLATA Toll provider (hereinafter "Local Interconnection Trunk Groups").

1.1 There are two basic Mid-Span Fiber Meet Point (MSFMP) designs:

1.1.1 Design One: CLEC's fiber cable and SBC TEXAS' fiber cable are connected at an economically and technically feasible point between the CLEC location and the last entrance manhole at the SBC TEXAS central office.

1.1.1.1 The Parties may agree to a location with access to an existing SBC TEXAS fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the SBC TEXAS building, even though the CLEC fiber may be physically terminated on a fiber termination panel inside of a SBC TEXAS building. In this instance, CLEC will not incur fiber termination charges and SBC TEXAS will be responsible for connecting the cable to the SBC TEXAS facility.

1.1.1.2 The Parties may agree to a location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SBC TEXAS fiber may be physically terminated on a fiber termination panel inside of an CLEC building. In this instance, SBC TEXAS will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.

1.1.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and SBC TEXAS shall mutually determine provision of a fiber termination panel housed in an outside, above ground cabinet placed at the physical meet point. Ownership and the cost of provisioning the panel will be negotiated between the two Parties.

1.1.1.4 The fiber connection point may occur at the following locations:

1.1.1.4.1 A location with an existing SBC TEXAS fiber termination panel. In this situation, the POI shall be outside the SBC TEXAS building which houses the fiber termination panel.

1.1.1.4.2 A location with access to an existing CLEC fiber termination panel. In this case, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SBC TEXAS fiber may be physically terminated on a fiber termination panel inside of a CLEC building.

1.1.1.4.3 A location with no existing SBC TEXAS fiber termination panel. In this situation, SBC TEXAS and CLEC will negotiate provisioning, maintenance and ownership of a fiber termination panel and above ground outside cabinet as a meet point and for connection of the fiber cables.

1.1.2 Design Two: CLEC will provide fiber cable to the last entrance manhole at the SBC TEXAS tandem or end office switch with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for SBC TEXAS to pull the fiber cable to the SBC TEXAS cable vault for termination. In this case the POI shall be at the manhole location.

1.1.2.1 Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT.

1.1.2.2 The fiber connection point shall occur at the following location:

1.1.2.2.1 A manhole outside of the SBC TEXAS central office. In this situation, CLEC will provide sufficient fiber optic cable for SBC TEXAS to pull the cable into the SBC TEXAS cable vault for termination. The POI will be at the manhole and SBC TEXAS will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.

1.2 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.

1.3 The CLEC location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SBC TEXAS for interconnection trunking as outlined in Appendix ITR.

1.4 The SBC TEXAS tandem or end office switch includes all SBC 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 SBC TEXAS' responsibility to provision and maintain.

1.5 In both designs, CLEC and SBC TEXAS will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s 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 SBC TEXAS.

2.0 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.

3.0 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. If necessary, this capacity level should be adjusted in future trunking forums held in accordance with section 4.2 of Appendix ITR, subject to approval by the Public Utility Commission of Texas.

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. If necessary, this capacity level should be adjusted in future trunking forums held in accordance with section 4.2 of Appendix ITR, subject to approval by the Public Utility Commission of Texas.

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 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, SBC 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 months of identification of 90% fill.

4.0 Virtual Collocation

4.1 The description of Virtual Collocation Interconnection is contained in SBC TEXAS' Virtual Collocation tariffs (i.e., SBC TEXAS' Tariff F.C.C. No. 73 and §§ 25-26 of SBC TEXAS' Texas Access Service Tariff).

5.0 SONET-Based

5.1 The description for obtaining interconnection by SONET-Based methods is contained in SBC TEXAS' SONET-Based Interconnection tariffs (i.e., SBC TEXAS' Tariff F.C.C. No. 73).

6.0 Physical Collocation

6.1 The terms and conditions governing Physical Collocation are contained in Appendix Collocation to Attachment 13: Ancillary Functions of this Agreement.

7.0 Leasing of SBC TEXAS' Facilities

7.1 CLEC's leasing of SBC 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. SBC 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.

8.0 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: COMPENSATION

1.0 Introduction

SBC 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 SBC 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. SBC 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 SBC 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 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 SBC TEXAS will be classified as either Section 251(b)(5) Traffic (including Local 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), FGA Traffic, or Cellular Traffic. The compensation arrangement for terminating calls from a Cellular provider to CLEC or SBC TEXAS end users is set forth in Section 17.0 of this Attachment and Appendix Cellular, attached hereto and incorporated by reference. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated by reference. 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 SBC-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 SBC 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 SBC 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 SBC 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. For the purpose of reciprocal compensation, a call to an Internet Service Provider is classified as "Local Traffic" if it meets either requirement in (i) or (ii). Calls originated by SBC 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 SBC TEXAS exchange area; or (ii) originates from end users and terminates to an ISP within different SBC TEXAS Exchanges or within a SBC exchange and an independent ILEC exchange that share common mandatory local calling area, as defined in SBC 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. 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 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 originated by or 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), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA.

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.

1.3.4 To the extent that the Parties jointly provide the Dedicated FX circuit serving the end user, the terms of Appendix FGA (as amended) shall apply for the joint revenue sharing between ILEC and CLEC.

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

1.4 With respect to CLEC's rights and obligations concerning CLEC and SBC TEXAS termination of wireline traffic, CLEC shall select one of the three options set forth below upon execution of this Agreement by making a designation on the signature page of the General Terms and Conditions of the Agreement. If CLEC fails to select one of the billing options identified below upon execution of this Agreement on the signature page in the General Terms and Conditions, Option 2 shall automatically apply for the duration of the Agreement.

1.4.1 Option 1: Rates, terms and conditions for compensation (except those pertaining to Option 2 and 3) as awarded in Docket No. 21982 for Section 251(b)(5) Traffic contained below in Section 3.0 and the FCC's interim ISP terminating compensation rate plan for ISP Bound Traffic as contained below in Section 1.5; or

1.4.2 Option 2: Exchange all ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate as contained below in Section 1.6; or

1.4.3 Option 3: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic and ISP-Bound Traffic, based upon a long-term Bill and Keep arrangement. With this option, the Parties agree that and the terms and conditions as more particularly described in Section 1.7 below shall apply.

1.5 Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic (Option 1)

The CLEC may elect to take the rates, terms, and conditions for Section 251(b)(5) Traffic contained in Section 3.0 of this Attachment, which are based on the compensation awarded in Docket No. 21982 and the rates, terms and conditions for ISP-Bound Traffic in Sections 1.5.2 through 1.5.4 which are based on the FCC ISP Compensation Order. In the event CLEC and SBC TEXAS have not previously exchanged traffic for a full nine- (9) month period, CLEC and SBC TEXAS will use the Bill and Keep compensation arrangement described in Section 1.5.1 below.

1.5.1 In the event CLEC and SBC TEXAS have not previously exchanged traffic for a full nine (9) month period, Bill and Keep will be the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic for the first nine (9) months after the date upon which the first commercial

call is terminated between SBC TEXAS and CLEC in Texas. The Parties will notify each other of the date when the first commercial call is terminated in Texas between SBC TEXAS and CLEC pursuant to this Section. Where CLEC and SBC TEXAS have exchanged traffic for less than nine (9) months prior to entering this Agreement, Bill and Keep will be the compensation arrangement for nine (9) months less the time traffic has already been exchanged under another Agreement. At the completion of the nine month period, if the difference between the traffic volumes flowing between the two networks in Texas exceeds ten percent of the larger volume of traffic, the rates, terms and conditions in Section 3.0 for Section 251(b)(5) Traffic shall apply and the rates, terms and conditions in Sections 1.5.2 through 1.5.4 for ISP-Bound Traffic shall apply. The ten percent threshold should be calculated on a per-minute basis. When traffic exceeds the ten percent threshold, SBC TEXAS and CLEC will compensate each other for all calls unless the Parties agree to apply the compensation rates only to the volume of traffic that exceeds ten percent. The reciprocal compensation rates as adopted herein apply to calls that originate and terminate within the mandatory single or multi-exchange local calling area of SBC TEXAS including the mandatory EAS areas served by SBC TEXAS. Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include Transit Traffic, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic or Cellular Traffic.

1.5.2 Intercarrier Compensation Rate for ISP-Bound Traffic:

1.5.2.1 The Parties agree to compensate each other for ISP-Bound Traffic on a minute of use basis at $.0007 per minute of use.

1.5.2.2 Payment of Reciprocal Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, CPN, call transport, and switch usage recordation.

1.5.3 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and SBC TEXAS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound traffic exchanged between CLEC and SBC TEXAS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 1.5. Either Party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, CLEC and SBC TEXAS will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 1.5.2.1 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

1.5.4 For purposes of this Section 1.5.4 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. The Party that transports and terminates more "Billable Traffic" ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the FCC interim ISP terminating compensation rate set forth in Section 1.5.2.1 above. The Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement and the FCC's interim ISP terminating compensation plan.

1.6. Exchange All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate (Option 2)

The CLEC may elect to take the rates, terms, and conditions contained in this Attachment in Sections 1.6 through1.6.2 for all ISP-Bound Traffic and Section 251(b)(5) Traffic.

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 $.0007 per minute of use.

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.

1.7 Long-Term Local Bill and Keep Option (Option 3)

As an alternative to Options 1 and 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound originated and terminated between SBC TEXAS and CLEC in Texas so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.7. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include Transit Traffic, Optional Calling Area Traffic IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FGA Traffic or Cellular Traffic, which shall be subject to compensation as provided in Appendix Cellular or described later in this Attachment.

1.7.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is in balance within +/-5% of equilibrium (50%).

1.7.1.1 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) traffic, and ISP-Bound Traffic multiplied by 100.

1.7.2 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than 5% per month for three (3) consecutive months, Option 2 shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.

1.7.3 Once Option 2 applies to CLEC's Section 251(b)(5) Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.

1.7.3.1 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.

1.7.3.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable under Sections 1.7.1 and 1.7.2.

1.7.3.3 In the event one Party determines that the Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated by the Parties returns to an "in-balance" condition (i.e., differs by less than 5% per month for three (3) consecutive months as provided in Section 1.7.1 above) after Option 2 is applied, then such Party may provide written notice to the other party requesting that Option 3 apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic. Such requests may be submitted no more than once per calendar year. The requesting Party will provide supporting usage data to the other Party for the three (3) consecutive months used to determine the Section 251(b)(5) Traffic and ISP-Bound Traffic has returned to an "in-balance" condition. If the Parties agree the traffic originated and terminated by the Parties is "in-balance" pursuant to Section 1.7.1, Bill and Keep will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic beginning with the second billing cycle following receipt of such notice. If the Parties do not agree the traffic originated and terminated by the Parties is "in-balance," then either Party may invoke Dispute Resolution as outlined in the General Terms and Conditions of this Agreement. In the event that dispute resolution procedures result in the calculations being delayed, the bill and keep arrangement will apply retroactively to the date such bill and keep arrangements are deemed to be applicable.

1.7.4 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic defined in Section 1.0, and ISP-Bound Traffic as defined in Section 1.2 of this Attachment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

1.7.5 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic defined in Section 1.0 and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic defined in Section 1.2 and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in the General Terms and Conditions of this Agreement.

1.7.6 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.

1.7.7 The audit provisions set out in Sections 1.7.4 through 1.7.6 above do not alter or affect audit provisions set out elsewhere in this Agreement.

2.0 Responsibilities of the Parties

2.1 Under any option, 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 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.

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 SBC 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 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 as Intrastate IntraLATA Toll Traffic

3.0 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic

3.1 If Option 1 is elected by the CLEC, in accordance with Section 1.5 of this Attachment, the compensation set forth below will apply to all Section 251(b)(5) Traffic as defined in Section 1.0 of this Attachment.

3.2 Applicability of Rates:

3.2.1 The rates, terms, conditions in this Section 3.0 apply only to the termination Section 251(b)(5) 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 Elements:

3.3.1 Tandem Switching - compensation for the use of tandem switching functions. The applicable rate is:

3.3.2 Tandem Switching $.000794 per MOU

3.3.3 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem. The applicable rates are:

a.) Common Transport Termination $.000135 per MOU
b.) Common Transport Facility $.000002 per MOU per mile

3.3.4 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission. It consists of a call set-up rate element and a duration rate element and the applicable rates are as follows:

a.) End Office Setup $.0010887 per Message
b.) End Office Duration $.0010423 per MOU

4.0 Reciprocal Compensation for Section 251(b)(5) Traffic Terminated by a Party Utilizing a Hierarchical or Two-Tier Switch Network

4.1 Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. The transport and termination rates assessed on the originating carrier shall reflect the functions performed by the terminating carrier in transporting and terminating the calls. Where the terminating party utilizes a hierarchical or two-tier switch network (i.e., separate switches performing tandem and end office functions), the compensation rate for Local Traffic terminated to the party's tandem switch shall consist of the summation of the rates for tandem switching, tandem transport and end office switching as listed in Section 3.3 above.

4.2 Where the terminating party utilizes a hierarchical or two-tier switch network, the End Office Switching rate, as described in Section 3.3.4. above, applies to direct-routed Section 251(b)(5) Traffic terminating at the carrier's End Office Switch. This includes direct-routed Section 251(b)(5) Traffic that terminates to offices that have combined tandem and end office functions.

5.0 Reciprocal Compensation for Section 251(b)(5) Traffic Terminated by a Party that does not Utilize a Hierarchical or Two-Tier Switch Network

5.1 For Section 251(b)(5) Traffic terminated by a LEC that does not have a two-tier or hierarchical switch, but instead employs multiple-function switches, a tandem blended rate applies. This rate is calculated as follows:

5.2 End Office Switching + .42 [Tandem Switching + (Common Transport Termination + (14 * Common Transport Facility)]

5.3 For purposes of this tandem blended rate, the end office rate, the tandem switching rate, and the tandem transport rates are the rates defined in Section 3.3.

5.4 The percentage is the approximate percentage of traffic terminated on SBC TEXAS' network using tandems (42%), which serves as the proxy for SBC TEXAS' traffic terminated on the CLECs' networks that involves the performance of tandem or tandem-like functions. This tandem blended rate applies until a 3:1 ratio (terminating to originating traffic) threshold is reached. After the 3:1 ratio is reached, only the end office rate applies, unless the terminating carrier demonstrates actual tandem or tandem-like functionality.

5.5 The terminating carrier may demonstrate actual tandem or tandem-like functionality in the delivery of this "excess" traffic, in either an arbitration proceeding or other appropriate proceeding designated by the Commission, such as a post-interconnection agreement dispute proceeding, using various network design factors that demonstrate the existence of a network serving an area comparable to the ILEC's geographic area with tandem or tandem-like functions, a network designed to both send and receive customer traffic for the purpose of serving a dispersed customer base. Merely evidencing a capability to serve a comparable geographic area will not rebut the presumption. The network design factors upon which a carrier may make its case include, but are not limited to:

5.5.1 The number and capacity of central office switches;

5.5.2 the number of points of interconnection offered to other local exchange carriers;

5.5.3 the number of collocation cages;

5.5.4 the presence of SONET rings and other types of transport facilities;

5.5.5 the presence of local distribution facilities such as coaxial cable and/or unbundled loops; or

5.5.6 any other indicia reliably demonstrating that the carrier is transporting a significant volume of traffic to a geographically dispersed area.

5.6 Upon a demonstration of actual tandem or tandem-like functionality, the terminating carrier will receive, on a going-forward basis, compensation in the range of 0% to 100% of the tandem rate, depending on the extent to which actual tandem or tandem-like functionality is proven to occur. This rate shall prospectively apply to all of traffic terminated on the terminating carrier's network.

6.0 Transit Traffic Compensation

6.1 SBC TEXAS will provide CLEC with SBC Texas' Transit Service to deliver Local, Optional EAS and intraLATA toll traffic to all Third Party Carriers with whom SBC TEXAS is interconnected. SBC Texas' Transit Service is a service provided to carriers, that are interconnected with SBC TEXAS, for the transmission of Section 251(b)(5) Traffic, ISP-Bound Traffic, (collectively "Local Transit Traffic"), Optional EAS traffic and/or IntraLATA Interexchange Traffic ("intraLATA Toll Transit Traffic") as defined in Sections 6.2, 6.2.1, 6.2.2, and 6.2.3 below. At no time shall either party provide transit service to an Interexchange Carrier (IXC) or any other Third Party Carrier for the purposes of avoiding paying appropriate access charges.

6.2 For the purposes of this Agreement, Transit Traffic is defined as traffic between CLEC's end users and a Third Party Carrier's end user (e.g. Competitive Local Exchange Carriers, Incumbent Local Exchange Carriers, or Commercial Mobile Radio Service providers) that is routed utilizing an SBC TEXAS tandem switch where an SBC TEXAS end user is neither the originating nor the terminating party.

6.2.1 Local Transit Traffic is defined as Transit Traffic between CLEC's local end users and the local end users of a Third Party Carrier originated and terminated within the same mandatory local calling area.

6.2.1.1 The SBC TEXAS Transit Service for local traffic shall be billed as follows:

Transit Compensation	
Transit Rate	$ 0.000960
Tandem Switching	$ 0.000794
Common Transport Termination Facility/mile (multiply this by 14 to develop average transit rate)	$ 0.000002 (* 14 = 000028)
Common Transport Termination MOU Statewide	$ 0.000135

6.2.2 Optional EAS Transit Traffic is defined as Transit Traffic between CLEC's local end users and the local end users of a Third Party Carrier originated and terminated within an optional calling area. The transit rate applies when traffic transits SBC's network but SBC does not perform terminating switching.

6.2.2.1 The SBC TEXAS Optional EAS Transit Service shall be billed at $.001030 per MOU.

6.2.3 IntraLATA Toll Transit Traffic is defined as Transit Traffic between CLEC's end users and the end users of a Third Party Carrier originated in one mandatory local calling area and terminated in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Switched Access rates found in the SBC TEXAS Intrastate Switched Access Tariff shall apply for intraLATA Toll Transit Traffic.

6.2.3.1 CLEC shall establish direct interconnection to third parties as detailed in Attachment ITR.

6.3 When CLEC utilizes SBC Texas' Transit Service, CLEC shall indemnify SBC TEXAS against any and all charges levied by a Third Party Carrier upon SBC TEXAS, including any termination charges related to such traffic as well as any attorneys fees and expenses. SBC TEXAS shall not be required to function as a billing intermediary, (e.g. clearinghouse) when SBC Texas' Transit Service is provided.

6.4 When a Third Party Carrier originates Local, Optional EAS or intraLATA toll traffic to be transited by SBC TEXAS to CLEC SBC agrees to pass the originating CPN information to the terminating Party when the Third Party Carrier provides such information and/or the Originating Carrier Information (OCN) identifying the carrier SBC TEXAS immediately receives traffic from when such information is available.

6.5 CLEC shall not bill SBC TEXAS for terminating any traffic that is originated by a Third Party Carrier whether that traffic or carrier is identified or unidentified, (i.e. whether CPN is sent or is not sent by the Third Party Carrier or the OCN is or is not available) even though SBC TEXAS is acting as the transit service provider.

6.6 The Parties agree to seek terminating compensation directly from the Third Party Carrier that is originating traffic, not from the Party providing the transit service.

7.0 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 Options 1, 2, and/or 3 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.

8.0 Compensation for Termination of Optional Extended Area Service Traffic

8.1 Optional Extended Area Service (Optional EAS) - In accordance with SBC 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 SBC 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 below. 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 $.002487 per MOU

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.

9.0 Segregating and Tracking FX Traffic

9.1 In order to ensure that Virtual FX, Dedicated FX, and FX-type Traffic is being properly segregated from other types of intercarrier traffic, the terminating carrier will be responsible for keeping a written record of all FX Telephone Numbers (whether Dedicated, Virtual, and FX-type) for which Bill and Keep applies, and providing an NXX level summary of the minutes of use to FX Telephone Numbers on its network to the originating carrier each month (or in each applicable billing period, if not billed monthly).

9.2 The Parties agree to retain written records of their full 10 digit FX Telephone Numbers for two (2) years from the date the FX Telephone Numbers were assigned.

9.3 Alternatively, the Parties may mutually agree to assign a Percentage of FX Usage (PFX) which shall represent the estimated percentage of minutes of use that is attributable to all Dedicated FX, Virtual FX, and FX-type Traffic in a given usage month.

9.3.1 The PFX must be agreed upon in writing prior to the usage month (or other applicable billing period) in which the PFX is to apply, and may only be adjusted once each quarter. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned the PFX.

10.0 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.

11.0 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. When such traffic is contained in Optional Calling Areas, compensation will be applied pursuant to Section 6.0 above.

11.2 For exchange access IXC traffic via SBC 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 Initially, 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. 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.

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15.0 Billing Arrangements for Termination of Section 251(b)(5), Optional EAS, ISP-Bound, and Transit Traffic

15.1 In SBC-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 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.

15.2 For Option 1, ISP-Bound Traffic will be calculated using the 3:1 Presumption as outlined in Sections 1.5.3 above.

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.

16.0 Billing Arrangements for LEC Carried IntraLATA Toll

16.1 For LEC Carried IntraLATA Toll each Party will deliver monthly settlement statements for terminating the other Party's IntraLATA Toll traffic based on a mutually agreed schedule as described in this Section:

16.2 Until such time when SBC Texas offers to bill IntraLATA Toll Traffic using terminating records, the Parties will use the Category 92 method of data exchange. Once the terminating records are offered by SBC TEXAS, if CLEC does not have the technical ability to correctly generate bills from terminating recordings, SBC TEXAS will continue to provide the appropriate Category 92 records to allow billing by the CLEC. The decision by the CLEC to cease the exchange of Category 92 records with SBC TEXAS and replace it with terminating recordings does not in any way relieve the obligation of the CLEC to exchange data with other LECs

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 SBC 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.

17.0 Compensation for Terminating Cellular Traffic

17.1 Appendix Cellular sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective wireline switching networks within a LATA. The provisions of the Appendix Cellular shall apply only when a Wireless Provider exchanges mobile to landline traffic with a Facilities Based Provider whereby the Wireless Provider is purchasing Interconnection Services from SBC-Texas's Cellular Mobile Telephone Interconnection Tariff. For a Party utilizing an SBC TEXAS non-resale offering whereby SBC TEXAS provides the end office switching on a wholesale basis, SBC TEXAS will provide Usage Data for calls that SBC TEXAS records, as defined in Attachment 28. If one Party enters into an interconnection agreement with a Commercial Mobile Radio Service (CMRS) provider, Appendix Cellular shall no longer be applicable between the Parties with respect to such CMRS provider, and the other Party shall be obligated within a reasonable length of time to enter into an agreement with such CMRS provider for the termination of wireless to landline traffic.

17.2 CLEC will pay the Local Transit Traffic rates (found in Section 6.0 of this Attachment) to SBC TEXAS for calls that originate on CLEC's network and are sent to SBC TEXAS for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. SBC TEXAS will pay the same Local Transit Traffic rate to CLEC for such calls that originate on SBC TEXAS' network and are sent through CLEC for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS provider's network. The Parties agree to cooperate with each other regarding third party compensation issues. In the event that the originating party does send traffic through the transiting party's network to a third party provider with whom the originating party does not have a traffic interchange agreement, then the originating party agrees to indemnify the transiting party for such traffic pursuant to Section 6.3 above.

17.3 When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SBC TEXAS and CLEC, the traffic will be rated either as local or Access and the appropriate compensation rates shall be paid by the transiting party to the terminating party.

18.0 Third Party Originating Traffic from Carriers Using SBC TEXAS' Wholesale Local Switching

18.1 For traffic that originates from an end user of a Third party Carrier using SBC TEXAS' Wholesale Local Switching that terminates to CLEC's end user, SBC 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 SBC TEXAS non-resale offering whereby SBC 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.

ATTACHMENT 13: ANCILLARY FUNCTIONS

1.0 INTRODUCTION

1.1 This Attachment 13: Ancillary Functions, and its Appendices set forth the Ancillary Functions that SBC TEXAS agrees to offer to CLECs under this Agreement, and the requirements associated therewith. SBC 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.

2.0 COLLOCATION

2.1 Certain provisions applicable to the Parties' rights and obligations pertaining to physical collocation are set forth in Appendix Collocation, attached hereto.

3.0 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 SBC TEXAS are set forth in Appendix Poles, Conduits, and Rights-Of-Way, attached hereto.

APPENDIX COLLOCATION

1. SBC 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, SBC 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 SBC TEXAS' Central Offices and, at SBC TEXAS' other eligible structures (e.g., CEVs, huts and cabinets) where physical collocation space is available, SBC TEXAS will provide Virtual collocation wherein SBC TEXAS maintains and repairs the collocation equipment consistent with the terms of the amended Sections 25 and 26 of the Access Service Tariff, or Virtual collocation wherein CLEC maintains and repairs the virtually collocated equipment consistent with the term of the amended Section 26 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, SBC 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 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 SBC 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, SBC 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 SBC 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 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 SBC 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 SBC TEXAS who is subject to the same security screening requirements

***Commission directs the parties to work collaboratively to establish the metering arrangement and present a solution within 60 days from the final order in this proceeding (3.2 – 3.7)**

imposed on contractors with access to SBC TEXAS areas within the Central Office. CLEC may, solely at its option, agree to allow unescorted access to an authorized SBC TEXAS employee or to an SBC 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 SBC TEXAS.

*3.7 In the event CLEC declines to convert to metered power usage, SBC 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 SBC TEXAS Approved Storage Cabinet

4.1 CLEC may purchase a storage cabinet and hire an SBC 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 SBC TEXAS collocation tariff. This offering is only available in central office(s) where SBC 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 SBC TEXAS. The location of the storage cabinet in the central office will be designated by SBC TEXAS. Upon receipt of a virtual collocation application by CLEC for placement of a storage cabinet, SBC 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 SBC TEXAS approved storage cabinet(s) in an SBC TEXAS central office where CLEC is collocated. CLEC may only request SBC TEXAS to provide such an inventory where CLEC has requested virtual collocation under SBC TEXAS collocation tariff pursuant to Section 2.0 of this Appendix, and where SBC 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. SBC 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 SBC 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 SBC TEXAS one E-mail address to send all completed storage cabinet inventory forms.
- Identification of all SBC 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.

***Commission directs the parties to work collaboratively to establish the metering arrangement and present a solution within 60 days from the final order in this proceeding (3.2 – 3.7)**

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 12 months elapsing since the last inventory was provided by SBC TEXAS for that central office, the request will be rejected and sent back to CLEC, and SBC 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 SBC TEXAS personnel on the rejected request.

4.5 If CLEC requests an inventory in a central office where it does not have an SBC TEXAS approved storage cabinet, the request will be rejected and sent back to the CLEC, and SBC TEXAS shall be entitled to charge, at the Texas-specific rate set forth below, for time spent by SBC TEXAS personnel on the rejected request.

TEXA	Communication Technician	$26.14 *	NRLJY

*All billing in ½ hour increments, rounded up.

4.6 Charges to perform an inventory of the contents of an SBC 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 SBC TEXAS at the time SBC TEXAS' technician is ready to begin work at a central office, SBC 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 SBC 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.

***Commission directs the parties to work collaboratively to establish the metering arrangement and present a solution within 60 days from the final order in this proceeding (3.2 – 3.7)**

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, L.P. d/b/a SBC Texas ("SBC TEXAS") and CLEC, (referred to as "CLEC"). As provided in this Appendix, SBC 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 SBC TEXAS and located in this state.

CLEC, having an office at _____, and SBC TEXAS, a Texas Limited Partnership, having an office at 1010 Pine Street, St. Louis, Missouri 63101, (collectively the Parties).

ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone, L.P. d/b/a SBC Texas. Southwestern Bell Telephone, L.P. d/b/a SBC Texas ("SBC TEXAS") is a Texas Limited Partnership. SBC TEXAS' principal office is located at 1010 Pine Street, St. Louis, Missouri 63101.

1.02 CLEC. ("CLEC") is a corporation chartered in the State of_____. CLEC maintains an office at _____. CLEC is more fully described in EXHIBIT II ("Identification of CLEC").

ARTICLE 2: PURPOSE OF APPENDIX

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 SBC TEXAS' poles, ducts, conduits, and rights-of-way. SBC 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.

2.01 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 SBC TEXAS' poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between CLEC and SBC 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.

ARTICLE 3: DEFINITIONS

3.01 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 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.

3.03 Appendix. When capitalized, the term "Appendix" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Appendix" includes all appendices, attachments, and addenda to this Appendix.

3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. 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.

3.05 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 SBC TEXAS or persons acting on SBC 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 SBC TEXAS' approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by CLEC and SBC TEXAS to perform one or more of the following tasks within a specified SBC TEXAS construction district: (a) installation of those sections of CLEC's ducts or facilities which connect to SBC TEXAS' conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. 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 SBC 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 SBC TEXAS construction district constitute approval of such authorized contractor for the area served by a different SBC 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 SBC TEXAS construction districts in which the work is to be performed.

3.06 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by SBC TEXAS, maintenance ducts shall not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by SBC TEXAS shall be deemed available for assignment.

3.07 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 SBC TEXAS' poles or placed in SBC TEXAS' ducts, conduits, or rights-of-way.

3.08 Conduit. The term "conduit" refers to all SBC 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 SBC 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 SBC TEXAS structures (such as huts and cabinets) which branch off from SBC TEXAS' conduit.

3.09 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other within any part of SBC TEXAS' conduit system.

3.10 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 SBC 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 SBC TEXAS structures (such as huts and cabinets) which branch off from SBC TEXAS' conduit.

3.11 Construction District. The term "construction district" refers to the SBC 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.

3.12 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.

3.13 Duct. The term "duct" refers to all SBC 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 SBC TEXAS and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.14 Exhibit. The capitalized term "EXHIBIT" refers to one of the following exhibits to this Appendix.

EXHIBIT I:	Pole and Conduit Attachment Rates
EXHIBIT II:	Identification of CLEC
EXHIBIT III:	Administrative Forms and Notices
SW-9433:	Pole Attachments

SW-9434:	Access Application and Make-Ready Authorization Work
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by CLEC
SW-9436C:	Notification of Unauthorized Attachments by CLEC
EXHIBIT IV:	Insurance Requirements
EXHIBIT V:	Nondisclosure Agreement
EXHIBIT VII:	Notices to SBC TEXAS
EXHIBIT VIII:	Identification of Utility Liaison Supervisor (ULS)

3.15 Facilities. The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity.

3.16 FCC. The acronym "FCC" refers to the Federal Communications Commission.

3.17 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.

3.18 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of SBC TEXAS' conduit system and does not refer to handholes which provide access to buried cables not housed within SBC TEXAS ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by SBC TEXAS and does not include cables and other telecommunications equipment located within handhole structures.

3.19 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.

3.20 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.

3.21 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with SBC TEXAS permitting it to attach its facilities to SBC TEXAS' poles or anchors or place its facilities in SBC TEXAS' conduit system.

3.22 License. The term "license" refers to a written instrument confirming that SBC 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 SBC TEXAS in accordance with applicable federal and state laws and regulations. The term "license" includes licenses issued by SBC TEXAS pursuant to this Appendix and may, if the context requires, refer to licenses issued by SBC TEXAS prior to the date of this Appendix.

3.23 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 SBC TEXAS.

3.24 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used by SBC 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 SBC 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 SBC 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, SBC 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 SBC TEXAS manhole to customer premises. Maintenance ducts shall not be considered "available" (as defined in Section 3.06) for assignment to SBC TEXAS, CLEC, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that SBC 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 SBC 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.

3.25 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SBC 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 SBC TEXAS' behalf in furtherance of SBC 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 SBC 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.

3.26 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 SBC TEXAS and does not include cables and other telecommunications equipment located within manhole structures.

3.27 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.

3.28 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.

3.29 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.

3.30 Person acting on SBC TEXAS' behalf. The terms "person acting on SBC TEXAS' behalf," "personnel performing work on SBC 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 SBC TEXAS' behalf," "personnel performing work on SBC TEXAS' behalf," and similar terms specifically include, but are not limited to, SBC TEXAS, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of SBC TEXAS and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by SBC TEXAS to perform make-ready work shall be deemed to be a person acting on SBC TEXAS' behalf while performing such work at SBC TEXAS' request.

3.31 Pole. The term "pole" refers to all SBC 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 SBC TEXAS and does not include cables and other telecommunications equipment attached to pole structures.

3.32 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 SBC TEXAS. The term "pole attachment" includes all such facilities attached to or supported by a SBC 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.

3.33 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.

3.34 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by SBC TEXAS or by persons acting on SBC 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 SBC 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 SBC 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.

3.35 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 SBC 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 SBC TEXAS' poles, ducts, conduits, or rights-of-way will be proposed by CLEC to expand the capacity of SBC 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.

3.36 Primary point of contact. The term "primary point of contact" refers to the persons designated by CLEC and SBC TEXAS, respectively, to coordinate arrangements for CLEC's access to SBC TEXAS' poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. SBC TEXAS' designated primary point of contact shall be the Utility Liaison Supervisor 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 Utility Liaison Supervisor.

3.37 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 SBC 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 SBC 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 SBC TEXAS' facilities.

3.38 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.

3.39 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."

3.40 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Texas.

3.41 State Commission. The term "State Commission" refers to the Texas Public Utility Commission.

3.42 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."

3.43 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.

3.44 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 SBC TEXAS).

3.45 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by SBC TEXAS to be responsible for handling and processing requests for access to SBC TEXAS' poles, ducts, conduits, and rights-of-way in this State. The term "ULS" 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 ULS shall serve as CLEC's single point of contact for arranging access to SBC TEXAS' poles, ducts, conduits, and rights-of-way and access to SBC TEXAS' records relating to SBC TEXAS' poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in EXHIBIT VIII.

3.46 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, SBC 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.

3.47 "Vicinity of ...." When used in terms such as "vicinity of SBC TEXAS' conduit system," "vicinity of SBC TEXAS' poles," "vicinity of SBC TEXAS' rights-of-way," or "vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way," the term "vicinity of ..." includes sites on, within, near to, surrounding, or adjoining SBC TEXAS' poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any SBC TEXAS pole, duct, conduit, or right-of-way.

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.01 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to SBC 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.

4.02 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 SBC 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 SBC TEXAS, and the placement of CLEC's facilities on or in SBC TEXAS' poles, ducts, conduits and rights-of-way shall not create or vest in SBC TEXAS any right, title, or interest in such facilities.

4.03 No Effect on SBC 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 SBC TEXAS' right to abandon, convey, or transfer to any other person or entity SBC TEXAS' interest in any of SBC TEXAS' poles, ducts, conduits, or rights-of-way.

(a) SBC TEXAS shall give CLEC no less than 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 SBC TEXAS or to any entity which acquires or succeeds to ownership of substantially all of SBC TEXAS' assets shall be subject to CLEC's rights under this Appendix and licenses subject to this Appendix.

4.04 No Effect on SBC 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 SBC TEXAS' rights to:

(a) locate, relocate, move, replace, modify, maintain, and operate its own facilities (including but not limited to SBC TEXAS' poles, ducts, conduits and rights-of-way, and any of SBC TEXAS' facilities attached thereto or located therein) at any time and in any manner which SBC 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 SBC 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.

4.05 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.

4.06 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.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.01 Public Rights-of-Way. SBC 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. SBC 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 5.03 below.

5.02 Private Rights-of-Way Not Owned or Controlled by SBC TEXAS. SBC 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 SBC 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 5.03 below.

5.03 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 SBC TEXAS' solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of SBC TEXAS' solely or partly owned or controlled conduit system are located, but only to the extent, if any, that SBC TEXAS has the legal authority to grant such access and use. SBC 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. SBC 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 SBC TEXAS places on itself.

(a) Although SBC TEXAS shall afford access to rights-of-way owned or controlled by it and permit CLEC to utilize SBC TEXAS' rights-of-way to the extent that SBC TEXAS has legal authority to do so, CLEC acknowledges that SBC 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 SBC TEXAS has legal authority to permit access by CLEC to a right-of-way on third-party property, SBC 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) SBC TEXAS and CLEC agree that dark fiber and unused four-wire copper cable are not considered "poles, conduits, and rights-of-way".

5.04 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. SBC TEXAS will provide CLEC nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03 above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. SBC TEXAS will place no restrictions on access to such rights-of-way that are more restrictive than those SBC 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.

ARTICLE 6: SPECIFICATIONS

6.01 Compliance with Requirements, Specifications, and Standards. CLEC agrees that the CLEC's facilities attached to SBC 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.

6.02 Design to Minimize the Need for Access to SBC TEXAS' Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access SBC TEXAS' poles, ducts, and conduits.

6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines SBC TEXAS applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices**,** SBC 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 SBC 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.

6.04 Published Standards. SBC TEXAS and CLEC agree that the following standards equally apply to either party with respect to facilities attached to or placed in SBC 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 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").

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in SBC 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 SBC TEXAS' conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in SBC 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 SBC 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 SBC TEXAS' conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

(d) No coaxial cable shall be placed in SBC TEXAS' conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.

(e) Coaxial cable placed in SBC TEXAS' conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two 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 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 SBC TEXAS or joint users.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in SBC 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 SBC TEXAS' conduit system at locations consistent with the physical design specifications that SBC 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 6.03 (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 SBC TEXAS' conduit or ducts.

(c) The integrity of SBC TEXAS' conduit system and overall safety of personnel require that "dielectric cable" be used within SBC 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.

6.07 Efficient Use of Conduit. To ensure efficient use of conduits, SBC TEXAS will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four-inch duct) as needed for SBC TEXAS' own business purposes and to accommodate CLEC and other joint users; provided, however, that SBC TEXAS shall not be required to install inner duct in anticipation of potential future requests for access by CLEC and other joint users.

6.08 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 SBC 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 SBC 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 SBC TEXAS' manhole the section of CLEC's facility which connects to SBC TEXAS' manhole shall be installed by SBC TEXAS or its contractor at the CLEC's expense (which shall be SBC TEXAS' actual costs or the price charged SBC TEXAS by the contractor). SBC TEXAS will perform this work in an interval consistent with the intervals SBC TEXAS performs work for itself. If SBC 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 SBC TEXAS and CLEC.

(d) SBC TEXAS will have the option to monitor the entrance and exit of CLEC's facilities into SBC TEXAS' conduit system and the physical placement of CLEC's facilities in SBC 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 SBC TEXAS' conduit system, the duct and all connections between that duct and SBC TEXAS' conduit system shall be sealed to prevent the entry of gases or liquids into SBC 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 SBC TEXAS' conduit system.

6.09 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 SBC 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

SBC TEXAS, CLEC and joint users, to protect the health and safety of persons working on, within, or in the vicinity of SBC 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 SBC TEXAS' poles or in the vicinity of SBC TEXAS' poles, or enter SBC TEXAS' manholes or work within or in the vicinity of SBC 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 SBC 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 SBC 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 SBC 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 SBC 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 SBC 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 SBC 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 SBC TEXAS' poles, ducts, or conduits**,** if notified by SBC 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 CLEC's 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 SBC TEXAS' conduit system until both CLEC and SBC TEXAS are satisfied that the work may safely proceed and that any hazardous conditions at the

site have been rectified. In the event that SBC TEXAS requires CLEC to suspend work activities and it is later determined that the there was no reasonable basis for the work suspension, SBC 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 SBC TEXAS' poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any SBC 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 SBC TEXAS' poles or conduit system to SBC TEXAS.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SBC TEXAS' Conduit Systems. When SBC TEXAS or CLEC, their contractors, and other persons acting on their behalf perform work on, within, or in the vicinity of SBC 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 SBC 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 SBC TEXAS rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, SBC 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 SBC 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 SBC TEXAS' own personnel.

(b) Personnel performing work within SBC 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 SBC TEXAS' conduit system.

(c) Personnel performing work within or in the vicinity of SBC 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 SBC TEXAS and applicable to SBC 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 SBC 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 SBC TEXAS' conduit system shall be of a type approved by SBC TEXAS and included on SBC 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 SBC TEXAS has not provided CLEC SBC TEXAS' list of approved types of leak detection liquids or devices at least 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 SBC 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 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 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 SBC TEXAS nor CLEC nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in SBC TEXAS' conduit system (including any manhole) during work operations performed within or in the vicinity of SBC 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 SBC TEXAS and included on SBC 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 SBC TEXAS has not provided CLEC SBC TEXAS' list of approved types of cable lubricants at least 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 SBC TEXAS' manholes and access to SBC TEXAS' conduit system.

(a) CLEC will notify SBC TEXAS not less than 5 business days in advance before entering SBC 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 SBC 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 SBC TEXAS as soon as is reasonably possible of its intent to enter and perform work in the conduit system and SBC TEXAS shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. SBC TEXAS will establish procedures enabling SBC TEXAS to receive notices from CLEC under this subsection 24 hours a day, seven 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 SBC TEXAS sites, SBC TEXAS may, at its option, send one or more employees to review such work. CLEC and SBC TEXAS shall share the cost of a single SBC TEXAS employee reviewing the work during emergency and non-emergency situations. SBC TEXAS will not be compensated by CLEC for any additional employees reviewing the work. The SBC 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 SBC TEXAS sites is performed by a contractor agreed upon by CLEC and SBC TEXAS, SBC 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 SBC TEXAS personnel is integral for the successful completion of the work, CLEC is responsible for paying the costs of SBC TEXAS personnel reasonably needed for such work.

6.12 OSHA Compliance. Each party agrees:

(a) its facilities attached to SBC TEXAS' poles or placed in SBC 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 SBC TEXAS' poles or conduit system, comply with OSHA and all rules and regulations thereunder.

6.13 Environmental Contaminants in SBC TEXAS' Conduit System. CLEC acknowledges that, from time to time, environmental contaminants may enter SBC 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. SBC TEXAS will assist CLEC, at the CLEC's request and expense, in the performance of such inspections and tests.

(b) SBC TEXAS makes no representations to CLEC or personnel performing work on CLEC's behalf that SBC 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 SBC 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 SBC TEXAS agree to comply with the following provisions relating to compliance with environmental laws and regulations.

(a) All persons acting on CLEC's or SBC TEXAS' behalf, including but not limited to CLEC's or SBC TEXAS' employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SBC 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 SBC TEXAS agree that their facilities attached to SBC TEXAS' poles or placed in SBC 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 SBC 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 SBC 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.

ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

7.01 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 SBC 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, SBC TEXAS' primary point of contact shall be the Utility Liaison Supervisor identified in EXHIBIT VIII. 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.

7.02 Determinations by CLEC of Suitability and Availability. CLEC shall make its own, independent assessment of the suitability of SBC TEXAS' poles, ducts, conduits, and rights-of-way for CLEC's intended purposes.

7.03 Access to Records Relating to SBC TEXAS' Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to SBC 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 (SBC TEXAS Pole, Duct, Conduit, and Rights-of-Way) attached to this Appendix as Exhibit V or such other nondisclosure agreement as shall be mutually acceptable to the parties, 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 SBC TEXAS for all reasonable costs

incurred by SBC 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 SBC 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 SBC TEXAS shall make such maps and records available for inspection by CLEC on two 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 SBC TEXAS' poles, ducts, conduits, and rights-of-way for CLEC's intended uses.

SBC TEXAS shall provide CLEC the best information available from SBC TEXAS' current pole and conduit maps and records. SBC TEXAS 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 SBC 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.

7.04 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, SBC 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 SBC TEXAS' poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to CLEC without SBC TEXAS' permission.

(b) CLEC shall not enter any SBC TEXAS manhole for the purpose of performing a pre-occupancy inspection without complying will 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.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.01 Selection of Space. SBC 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 SBC TEXAS applies to itself. In conduit systems owned or controlled by SBC TEXAS, maintenance ducts (as defined in Section 3.24) 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 SBC TEXAS, CLEC, and third parties entitled to access under the Pole Attachment Act.

8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space will be assigned to CLEC as provided in this section. Information received by SBC 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 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 SBC 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 SBC TEXAS records.

(c) During the 12-month assignment period following the date space is assigned to CLEC and entered into the appropriate SBC TEXAS record, SBC 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 12 months after the date the assignment has been entered into the appropriate SBC TEXAS record if CLEC has not occupied such assigned space within such 12-month period; provided, however, that if CLEC's failure to occupy the space within such 12-month period results from SBC 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 months from the date of completion of SBC TEXAS' make-ready work; and, provided further, that if CLEC can demonstrate that its failure to occupy the space within such 12-month period results from the actions of SBC 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 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 12-month period and shall be recorded on the appropriate SBC TEXAS records available for inspection under Section 7.03.

(d) SBC TEXAS may assign space to itself by making appropriate entries in the same records used to log assignments to CLEC and third parties. If SBC TEXAS assigns pole, duct, or conduit space to itself, such assignment shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SBC TEXAS record if SBC TEXAS has not occupied such assigned

space within such 12-month period; provided, however, that if SBC TEXAS' failure to occupy the space within such 12-month period results from the actions of CLEC or third parties other than persons acting on SBC TEXAS' behalf, or from acts of God, SBC TEXAS' assignment may be extended for a period no longer than three months from the date SBC TEXAS is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate SBC TEXAS records available for inspection under Section 7.03.

(e) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to CLEC or SBC 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 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, SBC TEXAS, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

8.03 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 SBC 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. SBC TEXAS shall, within 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 SBC 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. SBC TEXAS may, on 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 SBC 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 SBC TEXAS the notice required by this subsection, CLEC may immediately occupy space assigned or provisionally assigned to CLEC pursuant to Section 8.02 of this Appendix. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.02(b) or a license application under Section 9.02. CLEC shall not give such notice or occupy such space without first reviewing SBC 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 SBC TEXAS records, as provided in Section 8.02, 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 SBC 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 SBC 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 SBC 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 SBC 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 SBC 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 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. SBC 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 24-hour removal requirement unless there is a legitimate business need for compelling removal within such time period.

(4) SBC TEXAS shall be entitled to recover from CLEC actual costs, if any, directly incurred by SBC TEXAS as a result of CLEC's decision under this subsection to occupy space subject to a valid prior assignment to SBC TEXAS. CLEC shall indemnify, on request defend, and save SBC TEXAS harmless from any injury, loss, damage, liability, or claim asserted against SBC 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 SBC TEXAS or a third party, even if the presence of such facilities is not reflected on SBC TEXAS' records.

(d) Nothing in this section authorizes CLEC, without first obtaining SBC 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 6.03.

(e) If CLEC has not done so already, within 24 hours after occupying space pursuant to this section, CLEC will submit to SBC TEXAS an application for the space occupied as provided in Section 9.02 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 SBC 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.

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

9.01 Licenses Required. CLEC shall apply in writing for and receive a license before attaching facilities to specified SBC TEXAS poles or placing facilities within specified SBC TEXAS ducts or conduits manholes, or handholes. License applications and information received by SBC TEXAS in connection with such applications shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).

9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Appendix, CLEC shall submit to SBC TEXAS two signed copies of the appropriate application forms. SBC TEXAS represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that SBC TEXAS plans to revise such forms to conform to the provisions of this Appendix and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) shall be interim forms only. SBC TEXAS reserves the right to change the format and content of these forms upon 60 days written notice to CLEC.

(a) To apply for a pole attachment license, CLEC shall submit to SBC TEXAS two signed copies of SBC TEXAS' Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433. An application for a pole attachment license shall not be complete or subject to processing by SBC TEXAS until these forms have been submitted to SBC TEXAS; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9433 and SW-9434**,** are attached to this Appendix as parts of Exhibit III.

(b) To apply for a conduit occupancy license, CLEC shall submit to SBC TEXAS two signed copies of SBC TEXAS' Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license shall not be complete or subject to processing by SBC TEXAS until these forms have been submitted to SBC TEXAS; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9434 and SW-9435, are attached to this Appendix as parts of Exhibit III.

(c) Each application for a license under this Appendix shall include the following information, at a minimum:

(1) the poles, ducts, and conduits (including all manholes) along CLEC's proposed route to or within which CLEC desires to attach or place its facilities, as well as a route maps and manhole detailed butterfly drawings;

(2) a description of the facilities to be attached to SBC TEXAS' poles and a description of the facilities to be placed within each component of SBC TEXAS' conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route; and

(3) for poles, the proposed points of attachment.

(4) if applicable, a conspicuous notation that the space requested is not to be assigned (or billed) to CLEC until SBC TEXAS has received CLEC's written instruction to make such assignment or issued a license authorizing CLEC to occupy the space requested; and

(5) if applicable, a conspicuous statement (e.g., the words "immediate occupancy" in capital letters) or indication that the CLEC intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Appendix.

(d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:

(1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);

(2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and,

(3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to SBC TEXAS' poles or placed in SBC TEXAS' conduit system.

(e) When it appears to CLEC that facilities modification, capacity expansion, or make-ready work, may be required to accommodate CLEC's access requests, CLEC shall describe the facilities modification, capacity expansion or make-ready work which CLEC proposes. CLEC shall also describe its intent to use any infrequent construction techniques or connectivity solutions under Section 6.03 to avoid high or unusual expenditures and its reasons for the utilization of such techniques or solutions.

(f) CLEC acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SBC TEXAS, that it may be necessary for SBC TEXAS to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate CLEC's request for access to SBC TEXAS' poles and that, at the time an application is submitted, CLEC shall identify all poles utilized by SBC TEXAS (without regard to ownership) along the proposed route. If CLEC does not identify all poles, CLEC may contract with SBC TEXAS to do so, at the CLEC's expense.

(g) Each application for a license under this Appendix shall be accompanied by a construction schedule showing CLEC's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by SBC TEXAS' engineering and outside plant construction personnel in scheduling work required to process CLEC's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate CLEC's facilities.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by CLEC and other parties seeking access to SBC TEXAS' poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between SBC TEXAS' personnel and personnel acting on behalf of CLEC and

other firms seeking access. The parties therefore agree to the following transitional procedures which shall remain in effect during the term of this Appendix unless earlier modified by mutual agreement of the parties.

(a) Before submitting a formal written application for access to SBC TEXAS' poles, ducts, conduits, and rights-of-way, CLEC shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which CLEC does not plan to use or for the purpose of precluding SBC TEXAS or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.

(b) CLEC shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and will use its best efforts to submit applications in an orderly manner in accordance with CLEC's needs. If CLEC contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single SBC TEXAS construction district, CLEC shall give SBC TEXAS 30 days notice with a priority list as noted in 9.04.

(c) No more than 300 poles (and their associated anchors and anchor/guy strands) shall be the subject of any single pole attachment license application.

(d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.

9.04 CLEC's Priorities. When CLEC has multiple applications on file within a single SBC TEXAS construction district, CLEC shall, at SBC 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.

9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by SBC TEXAS after CLEC has submitted its written license application as specified in Section 9.02 of this Appendix. SBC 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 SBC TEXAS can respond to the request for access. All parties currently attached to the SBC 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 SBC TEXAS.

(c) Before performing any portion of the pre-license survey, SBC TEXAS shall obtain CLEC's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted.

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

10.01 Response Within 45 Days. Within 45 days of CLEC's submission of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, SBC TEXAS shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SBC TEXAS personnel involved in the processing of CLEC's request for access become aware of hazardous substances at the site requested by CLEC, SBC 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, SBC TEXAS shall, no later than 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 SBC 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 SBC TEXAS to be present at the site.

(b) If access is denied, SBC TEXAS will confirm the denial in writing by the 45th day after the receipt by SBC 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 SBC TEXAS of processing and responding to the application.

(d) Notwithstanding the 45-day deadline, SBC TEXAS will, pursuant to Section 8.03 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 SBC TEXAS records to be maintained by SBC TEXAS but which will be made available for viewing by CLEC on two business days notice as provided in Section 7.03 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 SBC TEXAS fails to respond in writing within 30 days of SBC TEXAS' documented receipt of a license application pursuant to Section 9.02 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 SBC TEXAS intends to deny CLEC's request for access. After such notice has been given and receipt by SBC TEXAS of a properly submitted license application has been confirmed, SBC TEXAS' failure to respond in writing within 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 SBC TEXAS or any third-party; and provided further that nothing in this subsection authorizes CLEC, without first obtaining SBC 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 6.03.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. The parties agree that SBC 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 SBC TEXAS does not offer to expand capacity and denies CLEC's request for access, SBC TEXAS shall promptly notify CLEC of such determination. SBC 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 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

(a) SBC 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 SBC TEXAS would apply to SBC TEXAS if the work were performed for its own benefit. SBC TEXAS may recover from CLEC the costs of modifying its outside plant facilities for CLEC's space. SBC 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 SBC TEXAS for the use of such additional capacity. If SBC TEXAS utilizes additional space or capacity created at the CLEC's expense, SBC TEXAS will reimburse CLEC on a pro-rata basis for SBC TEXAS' share, if any, of CLEC's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. SBC TEXAS will notify the CLEC if any entity, including SBC TEXAS, attaches facilities to additional capacity on SBC TEXAS' Structure created at the CLEC's expense. SBC 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.
If SBC declares that a manhole is congested, then all users including SBC itself will be required to access that congested manhole via a hand hole. If a hand hole is installed at the CLEC's expense, SBC will reimburse CLEC if other carriers are allowed access to that hand hole by SBC. Alternately SBC can pay for the hand hole which becomes SBC property and only charge CLEC for its proportionate use of the hand hole.

(b) SBC TEXAS agrees to install inner duct in a timely manner to accommodate CLEC's space needs in accordance with the same time interval SBC TEXAS provides to itself. If SBC 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 SBC TEXAS and CLEC. When inner duct is installed by CLEC or an authorized contractor in SBC 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 SBC TEXAS or SBC TEXAS' contractors. CLEC will indemnify SBC TEXAS for damages, resulting from CLEC's self-provisioning of the inner-duct.

(c) SBC 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 SBC TEXAS excavate the obstruction. The excavation would be at the CLEC's expense.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of CLEC's representations or SBC TEXAS' field inspection, if any, SBC TEXAS determines that no make-ready work is necessary to accommodate CLEC's facilities, SBC 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 8.03.

10.04 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.02 and in this section, make-ready work shall be performed by SBC TEXAS or by authorized contractors, or other persons acting on SBC TEXAS' behalf and shall be performed by SBC TEXAS in accordance with the same time intervals which would be applicable if SBC TEXAS were performing the work for itself.

(a) CLEC and SBC TEXAS will mutually establish and maintain a list of authorized contractors who may be selected by CLEC to perform make-ready work when SBC TEXAS' interval for beginning or completing such make ready work does not meet CLEC's needs.

(b) If SBC 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 SBC 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 SBC 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 SBC TEXAS' cables, remove slack, or perform any splicing (wire work) on SBC TEXAS' cables.

10.05 Make-ready Work. If SBC TEXAS determines that make-ready work will be necessary to accommodate CLEC's facilities, SBC 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 45 days after the receipt by SBC TEXAS of CLEC's completed application pursuant to Section 9.02 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 SBC TEXAS' estimate of make-ready charges, which estimate shall be stated on SBC TEXAS Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.

(c) CLEC shall have 20 days (the "acceptance period") after receiving SBC TEXAS' estimate of make-ready charges to authorize completion of the make-ready work proposed by SBC TEXAS or to

advise SBC TEXAS of its willingness to perform the proposed make-ready work itself. If CLEC advises SBC TEXAS that it is willing to perform the make-ready work proposed by SBC TEXAS in accordance with a design approved by SBC TEXAS, and SBC TEXAS' specifications, SBC 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 SBC TEXAS within the 20-day acceptance period.

(d) Within the 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 SBC TEXAS within the original 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 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 SBC TEXAS in writing by the 20th day whether CLEC is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat SBC TEXAS' make-ready requirements as a denial of access.

(1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SBC 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 SBC TEXAS' inquiry, CLEC does not immediately sign and return the estimate to SBC TEXAS.

(2) If CLEC timely notifies SBC TEXAS that it is electing to treat SBC TEXAS' make-ready requirements as a denial of access, SBC TEXAS shall, within 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 SBC TEXAS' decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SBC TEXAS' decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SBC TEXAS' make-ready proposals and specifically address SBC TEXAS' rationale for rejecting CLEC's alternative written proposals, if any.

10.06 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.

10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. CLEC shall make arrangements with the owners of other facilities attached to SBC TEXAS' poles or occupying space in SBC 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 SBC TEXAS' poles, ducts, and conduits.

10.08 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 SBC 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 SBC TEXAS for the use of such additional capacity by any joint user; provided, however, SBC

TEXAS must establish a methodology whereby CLEC is reimbursed on a pro-rata basis for any portion of the capacity later used by SBC TEXAS or another telecommunications provider, including, but not limited to, telecommunications carriers and cable television systems.

10.09 License and Attachment. After all required make-ready work is completed, SBC TEXAS will issue a license confirming that the CLEC may attach specified facilities to SBC TEXAS' poles or place specified facilities in SBC 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 8.03 and 12.03 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.

ARTICLE 11: CONSTRUCTION OF CLEC'S FACILITIES

11.01 Responsibility for Attaching and Placing-Facilities. Each party shall be responsible for the actual attachment of its facilities to SBC TEXAS' poles and the actual placement of its facilities in SBC 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 SBC TEXAS' poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, CLEC shall provide SBC TEXAS with an updated construction schedule and shall thereafter keep SBC TEXAS informed of anticipated changes in the construction schedule. Construction schedules received by SBC 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 SBC TEXAS' poles or the placement of CLEC's facilities in any part of SBC TEXAS' conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF CLEC'S FACILITIES

12.01 Use of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to have access to CLEC's facilities on or within SBC TEXAS' poles, ducts, and conduits as needed for the purpose of serving CLEC's customers.

12.02 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 SBC 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.

12.03 Installation of Drive Rings and J-Hooks. CLEC may install drive rings and J-hooks on SBC 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 SBC TEXAS pole, CLEC may install drive rings and J-hooks within the space assigned to CLEC (e.g., typically six inches above and six 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 SBC 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 SBC TEXAS or another joint user without the approval of SBC 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 SBC 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 SBC TEXAS or other joint users, CLEC shall, on SBC 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) SBC 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 SBC TEXAS drive 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 SBC TEXAS of the attachment. Such notification shall be made on a form to be developed by SBC TEXAS for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a prelicense survey or other inquiry by SBC TEXAS, and SBC 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 SBC TEXAS drive rings or J-hooks blocks or precludes the use of otherwise assignable space on SBC TEXAS' poles, SBC 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 SBC TEXAS or another joint user, at the CLEC's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on SBC TEXAS' poles other than as permitted in this section.

12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to SBC 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 SBC TEXAS. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SBC TEXAS of such use and must either vacate the maintenance duct within 30 days or, with SBC 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 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.

12.05 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 SBC TEXAS' poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of CLEC's Facilities. Promptly after the issuance of a license, CLEC shall provide SBC 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 SBC TEXAS of changes to such information. The manager responsible for routine maintenance of CLEC's facilities shall, on SBC TEXAS' request, identify any authorized contractor, or other person performing maintenance activities on CLEC's behalf at a specified site.

ARTICLE 13: MODIFICATION OF CLEC'S FACILITIES

13.01 Notification of Planned Modifications. CLEC shall notify SBC TEXAS in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole, or located in any SBC TEXAS duct or conduit. The notice shall contain sufficient information to enable SBC 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 SBC TEXAS' poles, ducts, or conduits, and having no effect on the ability of SBC TEXAS or joint users to use or have access to SBC TEXAS' poles, ducts, conduits, or rights-of-way.

13.02 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 SBC 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 12.04, 13.03, and 15.02 of this Appendix) in any SBC 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.

13.03 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 12.04 of this Appendix.

13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. CLEC may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article. CLEC will be required to ensure pole loadings are not exceeded.

13.05 Streamlined Procedures for the Issuance of Amended Licenses. SBC 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 SBC TEXAS that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SBC TEXAS, will not interfere with SBC 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.

ARTICLE 14: REARRANGEMENT OF CLEC'S FACILITIES

14.01 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 14.02(b) below.

14.02 Rearrangement of CLEC's Facilities at SBC TEXAS' Request. CLEC acknowledges that, from time to time, it may be necessary or desirable for SBC 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 SBC TEXAS' own business needs or by factors outside of SBC TEXAS' control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to SBC TEXAS' poles, ducts, conduits, or rights-of-way.

(a) CLEC agrees that the CLEC will cooperate with SBC 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 60 days after receiving written notification by SBC TEXAS of the required rearrangements. SBC 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 SBC 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 SBC TEXAS, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.01 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 SBC 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 SBC 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 15.05 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.

15.02 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 SBC 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 SBC TEXAS of such use and must either vacate the maintenance duct within 30 days or, with SBC 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 30 days after such party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 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.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each SBC TEXAS construction district, CLEC shall provide SBC 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 SBC TEXAS of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. CLEC shall notify SBC TEXAS at the earliest practicable opportunity after discovering any condition on or in any of SBC TEXAS' poles, ducts, conduits, or rights-of-way requiring emergency repairs to SBC TEXAS' facilities and SBC TEXAS shall notify CLEC at the earliest practicable opportunity after discovering any condition on or in any of SBC TEXAS' poles, ducts, conduits, or rights-of-way requiring emergency repairs to CLEC's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SBC 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) SBC 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 SBC TEXAS on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When SBC TEXAS or CLEC reasonably believes that, due to the condition of either party's facilities placed on, within, or in the vicinity of SBC 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 SBC TEXAS' or CLEC's facilities, or SBC TEXAS' or CLEC's ability to meet its service obligations, SBC 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, SBC 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, SBC 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, SBC 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.

15.07 Emergency Pole Replacements. CLEC agrees to cooperate fully with SBC TEXAS when emergency pole replacements are required.

(a) When emergency pole replacements are required, SBC 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 SBC 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 a SBC TEXAS replacement pole, the transfer shall be in accordance with SBC TEXAS' placement instructions.

(c) If CLEC is unable to respond to the emergency situation immediately, CLEC shall so advise SBC TEXAS and thereby authorize SBC TEXAS (or any joint user sharing the pole with SBC TEXAS) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on CLEC's behalf.

15.08 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 SBC TEXAS for the costs incurred by SBC TEXAS for work performed by SBC TEXAS on CLEC's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SBC TEXAS are for work performed in part for CLEC and in part for SBC TEXAS and third parties, CLEC shall only reimburse SBC TEXAS for CLEC's share of the costs.

ARTICLE 16: INSPECTION BY SBC TEXAS OF CLEC'S FACILITIES

16.01 SBC TEXAS' Right to Make Periodic or Spot Inspections. SBC TEXAS shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC's facilities attached to SBC TEXAS' poles or placed within SBC TEXAS' ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to SBC TEXAS' poles or placed in SBC TEXAS' conduit system are in compliance with the terms of this Appendix and licenses hereunder**,** SBC 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 SBC TEXAS in writing when the facilities have been brought into compliance.

16.02 Report of Inspection Results. SBC TEXAS will provide CLEC the results of any inspection of CLEC's facilities performed under Section 16.01 of this Appendix.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

17.01 Facilities to Be Marked. CLEC shall tag or otherwise mark all of CLEC's facilities placed on or in SBC TEXAS' poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as CLEC's facilities.

17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this section, SBC TEXAS may, without notice to any person or entity, remove from SBC TEXAS' poles or any part of SBC TEXAS' conduit system any untagged or unmarked facilities, including any such facilities owned or used by CLEC, if SBC TEXAS determines that such facilities are not the subject of any current license authorizing their continued attachment to SBC TEXAS' poles or occupancy of SBC TEXAS' conduit system and are not otherwise lawfully present on SBC TEXAS' poles or in SBC TEXAS' conduit system.

(a) Before removing any such untagged or unmarked facilities, SBC 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 SBC TEXAS' poles or in SBC TEXAS' conduit system.

(b) SBC 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 SBC TEXAS' poles or in SBC TEXAS' conduit system, SBC TEXAS shall give written notice to CLEC requesting CLEC to tag or mark the facilities within 60 days and CLEC shall either tag the facilities within 60-day period, advise SBC TEXAS in writing of its schedule for tagging the facilities, or notify SBC 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 SBC 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 SBC TEXAS' poles or within any part of SBC TEXAS' conduit system or rights-of-way, SBC TEXAS shall send a written notice to CLECC advising CLEC that no license is presently in effect with respect to the facilities. Within 30 days of receiving such notice, CLEC shall acknowledge receipt of the notice and submit to SBC TEXAS, in writing, an application for a new or amended license with respect to such facilities. CLEC shall be liable to SBC 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 SBC 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 SBC TEXAS licensing requirements. In addition, CLEC shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date CLEC is notified by SBC TEXAS of the unauthorized attachment or occupancy. CLEC shall also rearrange or remove its unauthorized facilities at SBC TEXAS' request to comply with applicable placement standards and shall remove its facilities from any space occupied by or assigned to SBC TEXAS or another entity within 30 days of receiving notice to do so. CLEC shall pay SBC TEXAS for all costs incurred by SBC 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 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, SBC TEXAS shall by written notice advise CLEC to remove its unauthorized facilities within 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, SBC TEXAS may, at SBC TEXAS' option, remove CLEC's facilities at the CLEC's expense.

17.03 Updating of Plant Location Records. CLEC shall furnish SBC TEXAS, upon request, with such information as may from time to time be necessary for SBC TEXAS to correct and update SBC 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.

ARTICLE 18: REMOVAL OF CLEC'S FACILITIES

18.01 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 SBC 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 SBC TEXAS, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of SBC 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 SBC 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 SBC TEXAS' manholes (if SBC TEXAS would itself plug the ducts under the same circumstances) in accordance with the standards set by SBC TEXAS for its operations, provided that such standards have been communicated in writing to CLEC at least 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 SBC 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 SBC 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 SBC 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.

18.02 Removal of Facilities Not in Active Use. At SBC TEXAS' request, CLEC shall remove from SBC 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 10.02(c) of this Appendix. CLEC shall not abandon any of its facilities by leaving them on SBC TEXAS' poles, in SBC TEXAS' ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to SBC TEXAS' poles or any part of SBC TEXAS' conduit system, or on any public or private property (other than property owned or controlled by CLEC) in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way.

18.03 Removal Following Termination of License. CLEC shall remove its facilities from SBC TEXAS' poles, ducts, conduits, or rights-of-way within 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 SBC TEXAS' poles or the placement of such facilities in SBC TEXAS' ducts, conduits, or rights-of-way.

18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, CLEC shall remove facilities no longer in service from SBC TEXAS' poles or conduit system within 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 12.04, 13.03, and 15.02 of this Appendix and not by this subsection.

18.05 Notice of Completion of Removal Activities. CLEC shall give written notice to SBC TEXAS stating the date on which the removal of its facilities from SBC 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 18.01(b) of this Appendix, CLEC has plugged all previously occupied ducts at the entrances to SBC TEXAS' manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.

18.06 Notice of SBC TEXAS' Intent to Remove Facilities. If CLEC fails to remove its facilities from SBC TEXAS' poles or conduit system**,** in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, SBC TEXAS may remove such facilities 60 days after giving CLEC written notice of its intent to do so. The notice shall state:

(a) the date when SBC 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) SBC 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 SBC TEXAS for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

18.07 Removal of Facilities by SBC TEXAS. If SBC TEXAS removes any of CLEC's facilities pursuant to this article, CLEC shall reimburse SBC TEXAS for SBC TEXAS' costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.08 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 SBC TEXAS' poles or placed in SBC TEXAS' conduit system until CLEC has first submitted new applications for the facilities and complied with the provisions of this Appendix.

18.09 Termination of Licenses After Removal of Facilities. CLEC agrees to provide written notice to SBC TEXAS when it ceases to use facilities attached to SBC TEXAS' poles or placed in any part of SBC 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.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

19.01 Application Fee. SBC 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.

19.02 Intentionally left blank.

19.03 Semiannual Attachment and Occupancy Fees. SBC TEXAS' semiannual fees for attachments to SBC TEXAS' poles and occupancy of SBC TEXAS' ducts and conduits are specified in Exhibit I. For all attachments to SBC TEXAS' poles and occupancy of SBC TEXAS' ducts and conduits, CLEC agrees to pay SBC TEXAS' semiannual charges as specified in Exhibit I.

19.04 Billing for Attachment and Occupancy Fees. Semiannual 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 poles attachments for which licenses have been issued as of the date of billing by SBC TEXAS, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually 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 SBC TEXAS, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually 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) Bills shall be submitted to CLEC for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.

(b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual 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 semiannual bill.

19.05 Pre-license Survey Fees. With respect to pre-license surveys conducted by SBC TEXAS pursuant to Section 9.05 of this Appendix, SBC TEXAS may charge CLEC cost-based pre-license survey fees pursuant to such methodologies as shall be approved by the Texas Public Utility Commission following the filing of SBC TEXAS of any required study providing cost justification for the imposition of pre-license survey fees.

19.06 Make-Ready Charges. CLEC agrees to pay make-ready charges, if any, as specified in this section. SBC TEXAS may recover from CLEC the costs of make-ready work performed by SBC TEXAS or persons acting on SBC TEXAS' behalf. SBC TEXAS will require payment of the full amount in advance, subject to true up.

19.06A Charges for Work Performed by SBC TEXAS Employees. Except as otherwise specifically required by applicable commission orders, SBC TEXAS' charges to CLEC for worked performed by SBC 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 SBC TEXAS' charges for work performed by SBC 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 SBC TEXAS to determine hourly rates for SBC TEXAS employees at any time in any forum having jurisdiction over the subject matter.

19.07 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by SBC 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 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.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. SBC 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 22.02 of this Appendix.

(a) If CLEC elects to perform facilities modification, capacity expansion, or make-ready work under Section 6.08(c) or Sections 10.02-10.05 of this Appendix, SBC 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 SBC TEXAS if the work had been performed by contractors, subcontractors, or other persons selected directly by SBC 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 SBC 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 SBC 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 SBC TEXAS 60 days written notice.

(d) SBC 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.

ARTICLE 21: INTENTIONALLY LEFT BLANK

ARTICLE 22: INSURANCE

22.01 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 22.02 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name SBC TEXAS as an additional insured and shall include provisions requiring the insurer to give SBC TEXAS notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SBC 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 EXHIBIT IV, must be approved in writing by SBC TEXAS.

(c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SBC 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 SBC TEXAS'

behalf. CLEC shall be responsible for securing compliance by its contractors with this requirement and shall be liable to SBC 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 22.02 of this Appendix.

22.02 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 SBC TEXAS adequate proof (as determined by SBC TEXAS) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide SBC 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 30 days written notice to SBC TEXAS.

(b) SBC 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. SBC 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 10 times the minimum liability limits set forth in Exhibit IV and SBC TEXAS is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

22.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 22.02, must be in effect before SBC 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 SBC TEXAS' poles, ducts, conduits, and rights-of-way.

22.04 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, SBC TEXAS may terminate this Appendix and all licenses subject to this Appendix not less than 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 SBC TEXAS to obtain) the required coverage from another source. In the alternative, SBC 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.

ARTICLE 23: INTENTIONALLY LEFT BLANK

ARTICLE 24: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

24.01 Termination of Appendix Due to Non-Use of Facilities. CLEC shall, by written notice to SBC TEXAS, terminate this Appendix if CLEC ceases to do business in this State, or ceases to make active use of SBC TEXAS' poles, ducts, conduits, and rights-of-way in this State.

24.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. CLEC's access to SBC TEXAS' poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of SBC TEXAS or any joint user, cause material damage to SBC TEXAS' plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SBC TEXAS or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of SBC TEXAS' poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SBC 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 SBC 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.

24.03 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 24.02 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 30 days of such notice, if the breach is one which can be cured within 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 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).

ARTICLE 25: INTENTIONALLY LEFT BLANK

ARTICLE 26: INTENTIONALLY LEFT BLANK

ARTICLE 27: CONFIDENTIALITY OF INFORMATION

27.01 Information Provided by CLEC to SBC TEXAS. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to SBC 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 SBC TEXAS facilities. This article does not limit the use by SBC TEXAS of aggregate information relating to the occupancy and use of SBC TEXAS' poles, ducts, conduits, and rights-of-way by firms other than SBC TEXAS (that is, information submitted by CLEC and aggregated by SBC TEXAS in a manner that does not directly or indirectly identify CLEC).

27.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to SBC 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 27.03 to 27.06.

27.03 Permitted Uses of CLEC's Confidential or Proprietary Information. SBC TEXAS and persons acting on SBC 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 SBC TEXAS' outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SBC TEXAS' poles, ducts, conduits, and rights-of-way and any SBC TEXAS facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SBC TEXAS' obligations under this Appendix and similar agreements with third parties; (d) performing SBC TEXAS' general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SBC TEXAS' poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SBC TEXAS' own use, and making planning, engineering, construction, and budgeting decisions relating to SBC TEXAS' poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SBC TEXAS' financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

27.04 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 SBC TEXAS' records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.

27.05 Defense of Claims. In the event of a dispute between SBC TEXAS and any person or entity, including CLEC, concerning SBC 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, SBC 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 SBC TEXAS shall not disclose CLEC's Proprietary or Confidential Information without first, at SBC 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.

27.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SBC 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 SBC TEXAS shall not disclose CLEC's proprietary or confidential information without first, at SBC 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.

28.0 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
SBC TEXAS
BY SBC OPERATIONS, INC., ITS AUTHORIZED AGENT

By: _____
Signature of SBC TEXAS' Authorized Officer/Employee:

_____
Name of SBC TEXAS' Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of SBC 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

EXHIBIT I

POLE AND CONDUIT ATTACHMENT RATES

SBC TEXAS may charge reasonable, cost based ancillary fees to recover administrative costs incurred in processing CLEC's request for pole attachments and conduit space. The rates are set forth in the Pricing Schedule.

EXHIBIT II
IDENTIFICATION OF APPLICANT (TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: _____.

Applicant's principal place of business is located in the State of _____.

Applicant does business under the following assumed names:

_____.

Applicant is:

[ ] a corporation organized under the laws of the State of _____, charter no. _____;

[ ] a partnership organized under the laws of the State of _____; or

[ ] another entity, as follows: _____.

Applicant represents that Applicant is:

[ ] (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6);

[ ] (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

[ ] (3) a person or entity which is neither (1) nor (2) above, as follows:

EXHIBIT III
ADMINISTRATIVE FORMS AND NOTICES (TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SBC TEXAS' poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SBC TEXAS to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SBC TEXAS to CLEC and others.

SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by Applicant
SW-9436C:	Notification of Unauthorized Attachments by Applicant

EXHIBIT IV
INSURANCE REQUIREMENTS (TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC's Behalf. CLEC shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. CLEC shall maintain, at all times during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of $100,000 for bodily injury-each accident, $100,000 for bodily injury by disease-each employee, and $500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.

4) General Liability Insurance. To protect SBC TEXAS from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SBC TEXAS. SBC TEXAS shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide General Liability coverage with the same limits and with SBC TEXAS added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.

a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on CLEC's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

   1) Personal Injury and Advertising Injury coverage.

   2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.

3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.

4) Explosion, Collapse, and Underground Hazard (XCU) coverage.

5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.

6) Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.

7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.

b) Minimum policy limits shall be as follows:

General Aggregate Limit: $1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: $1,000,000.

Sublimit for personal injury and advertising: $1,000,000.

Products/Operations Aggregate Limit: $1,000,000.

Each occurrence sublimit for Products/Operations: $1,000,000.

c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

d) Policy language or endorsements adding SBC TEXAS as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SBC TEXAS from any liability for bodily injury or property damage arising out of CLEC's operations.

5) Automobile Liability Insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of SBC TEXAS' poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SBC TEXAS.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SBC TEXAS, must be received by SBC TEXAS prior to the issuance of any licenses pursuant to the Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.

a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.

b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SBC TEXAS as an Additional Insured.

c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.

d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."

A certificate which does not include the phrase "or materially changed" does not meet SBC TEXAS' requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet SBC TEXAS' requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

e) The certificate holder shall be:

Southwestern Bell Telephone Company
W. Loop South, Zone 5.3
Bellaire, Texas 77401
ATTENTION: Utility Liaison Supervisor

f) Failure to object to any coverage described in a certificate shall not constitute written permission from SBC TEXAS to any variance from or alteration of any requirement set

forth in this Exhibit and shall not be construed as a waiver by SBC TEXAS of any rights under the Agreement.

10) Rating of Insurers. SBC TEXAS requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon CLEC's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

EXHIBIT V
NONDISCLOSURE AGREEMENT (TEXAS)

Nondisclosure Agreement (SBC TEXAS Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the ___ day of _____, 20__, has been entered into by and between Southwestern Bell Telephone Company ("SBC TEXAS"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SBC TEXAS. The parties stipulate and agree as follows:

1) SBC TEXAS maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SBC TEXAS owns or controls. SBC TEXAS represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SBC TEXAS intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SBC TEXAS' competitors.

2) SBC TEXAS has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SBC TEXAS.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SBC TEXAS, or, if an individual, that he or she is acting on behalf of _____, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SBC TEXAS' records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SBC TEXAS' poles, ducts, conduits, and rights-of-way.

4) SBC TEXAS agrees that permitted uses of records and information concerning SBC TEXAS' poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SBC TEXAS are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SBC TEXAS not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SBC TEXAS' records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need

to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SBC TEXAS a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SBC TEXAS' express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SBC TEXAS' records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SBC TEXAS records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SBC TEXAS to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SBC TEXAS' existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: "**PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SBC TEXAS POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY).**"

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SBC TEXAS' poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SBC TEXAS (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SBC TEXAS and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SBC TEXAS in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SBC TEXAS may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge

that SBC TEXAS' records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SBC TEXAS. In the event of any breach of this Agreement for which legal or equitable relief is sought, SBC TEXAS shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SBC TEXAS in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Texas.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

_____	Southwestern Bell Telephone Company
Recipient (Print or Type Name)	
By _____	By _____
Signature of Recipient or Representative	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Address	Address
_____	_____
City, State, and Zip Code	City, State, and Zip Code
_____	_____
Phone	Phone

_____ _____

Date Date

EXHIBIT VI
NOTICES TO CLEC
(TEXAS)

EXHIBIT VII
NOTICES TO SBC TEXAS
(TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Exhibit, all notices to SBC TEXAS shall be given to the Utility Liaison Supervisor (ULS) designated in EXHIBIT VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SBC TEXAS' poles, ducts, conduits, and rights-of-way and serving as CLEC's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

7.01	Notification of Designation of Primary Point of Contact
7.03(a)	Notification of intent to review records
8.XX	All Notifications in Article 8
9.XX	All Notifications in Article 9
10.05(e)	Notification Regarding Make-Ready Work
12.03(d)	Notification of placing J-hook on non-licensed pole
12.04	Notification of occupation of maintenance duct for short-term use
12.06	Notification of CLEC's maintenance contact
13.01	Notification of planned modifications
14.02(c)	Notification of CLEC's desire to add to or modify its existing attachment
15.02(b)	Notification of occupation of maintenance duct for short-term emergency use
15.03	Notification of emergency repair coordinators

16.01 Notification that facilities have been brought into compliance

17.02(c) Disclaimer of ownership or responsibility for untagged facilities

18.01(a) Notice of intent to remove facilities

18.01(e) Notice of intent to terminate license

18.06 Notification of SBC TEXAS' intent to remove CLEC's facilities

20.01(c) Notification of change of bond

24.01 Notification of termination

24.03 Notification of cure of breach

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SBC TEXAS' Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

6.05(a) Notifications relating to electrical interference

6.09(h) Notifications of unsafe conditions

6.11(a) Notification of manhole entry

6.13(c) Notification of environmental contaminants

10.02(b) Notification of materials required for self-provisioning of inner duct

15.04 Notification of conditions requiring emergency repair

15.06(a) Notification of performing corrective work on emergency repair. (advanced notice)

15.06(b) Notification of performing corrective work on emergency repair. (no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as CLEC's initial point of contact, will provide additional information to CLEC concerning notification procedures for notices to be given to LSPC. Questions to SBC TEXAS concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide CLEC legal advice with respect to notice requirements. Questions by CLEC's personnel and other persons acting on CLEC's behalf concerning CLEC's legal obligations should be directed to CLEC's legal counsel or such other personnel as CLEC may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by SBC TEXAS from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

EXHIBIT VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR
(TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Texas is named below. Notices to the Utility Liaison Supervisor should be addressed as follow:

Name: W. L. Ford

Title: Utility Liaison Supervisor

Firm: SBC Texas

Address: 11930 Airline Drive
Room 105

City/State/Zip: Houston, TX 77037

Southwestern Bell Telephone

Retention Period: Active, Plus 5 Years

PRE-OCCUPANCY POLE ATTACHMENTS SURVEY

Page _____ Of _____

FIRM'S NAME: _____

AGREEMENT NO: _____ **TYPE:** _____

APPLICATION NO: _____ **Wire Center** _____ **(CATV, Telecom, Other)**

Item #	Record #	Pole #	Ownership SWBT or Power	Street Address	Proposed Attachment Height	Guy Req'd Y or N	Make Ready Work Y or N	Make Ready Description	Pole Mntd Apparatus Height
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
	TOTAL								

Number of Cables _____

Weight/per ft. and Size/ O.D. _____

Number and Types of Strands _____

Other Notes: _____

SIGNED: _____ **DATE:** _____

SWBT's Representative **TIME:** _____

SIGNED: _____ **DATE:** _____

Applicant's Representative **TIME:** _____

☐ **Official File Copy, If Checked in Red**

SW-9433

Southwestern Bell Telephone
Retention Period: Active, plus 5 years

Access Application and Make Ready Authorization

(Request for Access to Poles, Ducts, Conduit)

Name of Applicant _____
Agreement No. _____
Application No. _____

Assignment/Access/Occupancy

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant; application is hereby made for occupancy of space through a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

_____ **SWBT Poles** _____ **Feet SWBT Whole Duct** _____ **Feet SWBT Innerduct**

Applicant authorizes SWBT to perform the required pre-licensing survey including any field inspections required to evaluate capacity, safety, reliability, and engineering standards; and to determine the cost, if any, of required modifications or make-ready work.

Effective Date _____ Assignment Expiration Date _____

Applicant's Estimated Construction Start Date: _____

Applicant's Estimated Construction Completion Date: _____

Authorized by Applicant: _____ _____
Signature Title

Date: _____

Make-Ready Work

Estimated Costs	Hours			Rate		Total
Constr. Labor		X	$			$
Material	xxx	X	$	xxx		$
Engr. Design		X	$			$
TOTAL						$

Estimated SWBT Completion Date _____

☐ No Make-Ready Work Required.

☐ Make-Ready Work will be completed by applicant's authorized contractor.

☐ I authorize SWBT to complete the required make-ready work. Costs will be based upon actual costs incurred by SWBT.

_____ Date _____
Applicant's Signature Title

LICENSE NO. _____ Authorized by SWBT: _____
Signature Title

DATE: _____

☐Official File Copy, If Checked in Red

SW-9434

Southwestern Bell Telephone

Retention Period: Active, Plus 5 Years

PRE-OCCUPANCY CONDUIT SURVEY

FIRM'S NAME: _____

AGREEMENT NO: _____ **TYPE:** _____

APPLICATION NO: _____ **Wire Center** _____ **(CATV, Telecom, Other)**

Item #	Oper. #	Record #	Manhole #	Street Address	Distance to Next Manhole (Ctr to Ctr)	Proposed Duct or Innerduct	Make Ready Work Y or N	Make Ready Description
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
TOTAL					0			

Number of Cables _____

Size of Cable (O.D. Inches) _____

Splice Information Manhole # _____ **Details** _____

Splice Information Manhole # _____ **Details** _____

Slack Loop Information Manhole # _____ **Details** _____

Slack Loop Information Manhole # _____ **Details** _____

SIGNED: _____ **DATE:** _____

SWBT's Representative **TIME:** _____

SIGNED: _____ **DATE:** _____

Applicant's Representative **TIME:** _____

☐ Official File Copy, If Checked in Red

SW-9435

Southwestern Bell Telephone

SW-9436A
(Rev. 5-89)
Ref: 002-011-900SW

NOTIFICATION OF SURRENDER OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE

Page _____ of _____

Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the licenses covering attachments to the following poles and/or anchors and/or utilization of anchor/guy strand is surrendered (or modified as indicated in Licensee's prior notification to Licensor, dated _____, _____) effective _____.

	POLE NO.	ANCHOR A/GS (ASSOC. POLE. NO.)	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Date Notification Received: _____
Date Modification Accepted: _____
By: _____

Discontinued:
Poles: _____
Anchors: _____
Anchor/Guy Strands: _____

_____
Name of Licensee

By: _____

Title: _____

☐ Official File Copy, If Checked in Red

Southwestern Bell Telephone

NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE BY APPLICANT

License Agreement #: _____

_____
(Applicant)

_____
(Address)

_____

In accordance with the terms and conditions of the Licensing Agreement between us, dated _____, _____ notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified as indicated in Applicant's prior notification to SWBT, dated _____, _____) effective _____.

	CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC./TAGS RMVD. OR MODIFIED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

SWBT

Date Notification Received: _____

Date Modification Accepted: _____

By: _____

Discontinued: _____

Total Duct Footage: _____

_____
(Applicant)

By: _____
(Name of Authorized Agent)

Title: _____
(Title of Authorized Agent)

☐ Official File Copy If Checked in Red

SW-9436B
(Rev. 6-96)

Southwestern Bell
Telephone

NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name: _____

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the license covering attachments to the following is unauthorized (as indicated in Applicant's prior lease agreement to SWBT, dated _____, _____,) effective _____.

Southwestern Bell Telephone

By: _____

Title: _____

	POLE NO. OR CONDUIT #	LOCATION (ASSOC. POLE NO.) MANHOLES Involved	LIC. NO. & DATE	UNAUTHORIZED ATTACHMENT	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

SKETCH OF UNAUTHORIZED ATTACHMENTS ATTACHED ☐

Date Notification Sent: _____

_____
Name of Applicant

By: _____

Title: _____

Ref: SW002-011-900

SW-9436C
(Rev. 6-96)

ATTACHMENT 14: LOCATION ROUTING NUMBER – PERMANENT NUMBER PORTABILITY

1. Provision of Local Number Portability

1.1 SBC 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 SBC 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 external routing 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 external 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, SBC TEXAS may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that SWBT's queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service SBC TEXAS provides its own customers and end-users.

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 digits of the originating LRN in the Initial Address Message.

2.3 SMS Administration

2.3.1 SBC 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 2.1.1 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 SBC TEXAS and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both SBC TEXAS and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.

3.1.2 SBC 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. SBC TEXAS and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 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 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SBC TEXAS and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SBC TEXAS recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.

3.1.5 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.

3.1.6 Provisioning of CHC and FDT Orders:

3.1.6.1 SBC 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 SBC TEXAS to hold translations in the donor switch until CLEC gives verbal instruction to implement the porting. When CLEC orders CHC service, SBC TEXAS shall charge and CLEC agrees to pay for service at the "additional time and material" rates set forth in Appendix Pricing UNE Schedule of Prices.

3.1.6.2 SBC TEXAS agrees that CLEC may use SBC TEXAS Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on unbundled 2-wire Loops with LNP.

3.1.6.3 CLEC shall order these services from SBC TEXAS by delivering to SBC TEXAS a valid Local Service Request (LSR), and SBC TEXAS shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.

3.1.6.4 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If SBC TEXAS cannot

comply with the request, in its FOC, SBC TEXAS will designate a due date that SBC TEXAS commits to meet.

3.1.6.5 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.

3.1.6.6 SBC 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 SBC TEXAS main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by SBC TEXAS no later than 24 hours prior to the cut. If SBC TEXAS finds problems during pre-testing, SBC TEXAS shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.

3.1.6.7 For CHC orders, CLEC shall call SBC TEXAS to initiate the cut not sooner than 10 minutes prior to the scheduled cut time or 30 minutes after the scheduled cut time. If CLEC does not call within these timeframes, CLEC will be required submit a supplemental LSR in a timely manner.

3.1.6.8 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 SBC TEXAS facilities via an SS7 link: SBC TEXAS - Section 34 of FCC No. 73 Access Service Tariff, to the SBC TEXAS STP.

3.2.2 When CLEC requests that an NXX in an LRN capable SBC 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 SBC 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 SBC TEXAS or CLEC.

3.4.2 Telephone numbers can be ported only within SBC 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 Both SBC TEXAS and CLEC are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria and the LNPA Working Group High Volume Call-In Report to the NANC of February 18, 1998, subject to technical feasibility, until such time as they may be modified by NANC or the FCC.

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, SBC 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 SBC 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 SBC 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; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SWBT should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block.

4. Pricing

4.1 The Parties agree that FCC approved rates in SBC TEXAS - Section 34 of the FCC No. 73 Access Services Tariff are applicable to the pricing of PNP queries.

4.2 The parties agree not to charge for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the cost 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 SBC TEXAS will provide the connection between CLEC's local switch inclusive of an unbundled network element (UNE) loop and CLEC leasing an unbundled switched port and loop combination or a stand alone unbundled switch port as provided by SBC TEXAS and E911 Universal Emergency Number Service.

1.0 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 Universal Emergency Number Service 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)** - The routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

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 to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

1.11 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

1.12 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

1.13 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.0 SBC TEXAS RESPONSIBILITIES

2.1 SBC 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 SBC TEXAS is the 911 Service Provider SBC 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 SBC TEXAS is the 911 Service Provider. This shall include the following:

2.1.1 CLEC shall order and SBC TEXAS shall provide 911 trunks in accordance with industry standards, and SBC TEXAS shall provide such trunks within the time frames of 10 business days for transport facilities (T1), and 20 business days for trunks 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 SBC 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 SBC 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, SBC 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, SBC TEXAS will report this "No Record Found" condition to CLEC in accordance with NENA standards.

2.3 Facilities and Trunking

2.3.1 Upon written request by CLEC, SBC TEXAS shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR (Selective Router) based upon the

standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

2.3.2 SBC TEXAS shall provide and maintain sufficient dedicated E911 trunks from SBC 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 SBC TEXAS will provide facilities to interconnect CLEC 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.

2.3.4 The CLEC written request required by this Section 2.3 may consist of Addendum 1 as previously provided to CLEC by SBC TEXAS and customarily used to commence the E911 ordering process.

2.3.5 SBC TEXAS and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the SBC TEXAS SR(s).

2.4 Database

2.4.1 Where SBC TEXAS manages the E911 database, SBC TEXAS shall 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 SBC TEXAS shall coordinate access to the SBC TEXAS E911 DBMS for the initial loading and updating of CLEC End User 911 Records.

2.4.3 SBC TEXAS' ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

2.4.4 SBC TEXAS will update CLEC's End User 911 Records in the E911 DBMS. SBC TEXAS will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to CLEC.

2.4.5 SBC TEXAS shall provide CLEC with a file containing the Master Street Address Guide (MSAG) for CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and SBC TEXAS is the 911 service provider.

2.4.6 Where SBC TEXAS manages the DBMS, SBC TEXAS shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3.0 CLEC RESPONSIBILITIES

3.1 Call Routing

3.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the SBC TEXAS SR office of the E911 system, where SBC TEXAS is the 911 Service Provider.

3.2 Facilities and Trunking

3.2.1 CLEC shall provide interconnection with each SBC 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 service calls from the point of interconnection (POI) to each SBC 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 MF trunking.

3.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the SBC TEXAS SR.

3.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC TEXAS 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

3.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC TEXAS 911 SR.

3.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

3.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from SBC TEXAS.

3.2.10 CLEC will cooperate with SBC TEXAS to promptly test all 911 trunks and facilities between CLEC's network and the SBC 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 to CLEC's demarcation (for example, collocation). SBC TEXAS will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising SBC TEXAS of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC TEXAS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC TEXAS will refer network trouble to CLEC if no defect is found in SBC TEXAS' 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

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 SBC TEXAS for inclusion in SBC TEXAS' DBMS on a timely basis. SBC TEXAS and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records based on established NENA standards.

3.3.1 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.

3.3.2 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

3.3.3 CLEC is responsible for providing SBC 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 SBC TEXAS 911 DBMS.

3.3.4 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.0 E911 REQUIREMENTS FOR UNBUNDLED NETWORK ELEMENTS (UNES)

4.1 UNE-P (Port with Loop) and UNE Port (Standalone Switch Port).

4.1.1 CLEC shall order and provide accurate service address information for all UNE-P and UNE Port (Stand Alone Switch Port) only orders using the Local Service Request (LSR) process established by SBC TEXAS. Where SBC TEXAS is the 911 Service Provider, SBC TEXAS shall provide access to E911/911 services for CLEC UNE-P and UNE Port only end users in the same manner that it provides such access to SBC TEXAS' own retail end users at no additional charge beyond the price for UNE-P or Standalone Switch Port. This access shall include E911/911 call routing to a Public Safety Answering Point (PSAP) designated to receive a 911 call from an CLEC end user based on the service location of that end user.

4.1.2 Where SBC TEXAS is the 911 Service Provider, SBC TEXAS shall provide CLEC UNE-P and UNE Port only end user location information to the PSAP and shall accept calls from PSAPs concerning E911/911 service for CLEC UNE-P and UNE Port only end users. CLEC and SBC TEXAS agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.

4.1.3 Where SBC TEXAS is the 911 Database Provider, SBC TEXAS upon receipt of an LSR from CLEC for UNE-P and UNE Port only end user records, will perform any necessary error correction of a UNE-P or UNE Port only end user record if said record errs as a result of E911/911 data validation processes and that such error can be corrected without additional information provided to SBC TEXAS from CLEC. If the UNE-P or UNE Port only record does not pass E911/911 data validation processes and requires additional input from CLEC, CLEC and SBC TEXAS will work cooperatively to correct such error.

4.1.4 Where SBC TEXAS is the 911 Database Provider, SBC TEXAS shall use the appropriate service order process to update and maintain CLEC UNE-P and UNE Port only end user service information utilized for inclusion in the Automatic Location Identification (ALI) database used to support E911/911 on a non-discriminatory basis.

4.1.5 Where SBC TEXAS is the 911 Database Provider, SBC TEXAS, upon receipt of a change to the Master Street Address Guide (MSAG) from an authorized E911 Customer, will update CLEC UNE-P and UNE Port only end user records in the ALI Database. SBC TEXAS will update all CLEC UNE-P and UNE Port only end user records in the ALI database affected by such a change in accord with the MSAG change submitted by the E911 Customer.

4.1.6 Where SBC TEXAS is the 911 Database Provider, SBC TEXAS, upon receipt of an ALI Database Error Report from an authorized E911 Customer, SBC TEXAS will update CLEC UNE-P and UNE Port end user

records in the ALI Database in accord with the change to the ALI record submitted by the E911 Customer. Where SBC TEXAS is the 911 Database Provider, SBC TEXAS, upon receipt of a "No Record Found" (NRF) or Misroute report from an authorized E911 Customer, SBC TEXAS will investigation and resolve said NRF or Misroute report for CLEC UNE-P and UNE Port only end user records on CLEC's behalf. If said NRF or Misroute report requires assistance from CLEC, CLEC and SBC TEXAS will work cooperatively to resolve all NRFs and Misroutes in an expeditious manner.

4.1.7 When CLEC converts a UNE-P end user or an existing Line Sharing arrangement to a Line Splitting arrangement, CLEC will issue the appropriate LSR(s) established by SBC TEXAS for such a conversion. Where SBC TEXAS is the 911 Database provider, SBC TEXAS will retain the end user record information that exists at the time the conversion order is placed in the E911/911 Database. When CLEC's end user physical service address information changes as a result of an end user moving from one physical service location to a new physical service location, and which results in a rearrangement of, or disconnect of the UNEs used in the original line-splitting arrangement, CLEC will issue an appropriate LSR with accurate and complete service address information for said end user. Where SBC TEXAS is the 911 Database provider, SBC TEXAS will process said LSR to ensure the E911/911 Database is properly updated.

5.0 RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated SBC TEXAS 911 Selective Router(s).

6.0 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 principles expressed in the recommended standards published by NENA.

7.0 CONTINGENCY

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing E911 service.

7.2 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC TEXAS and CLEC. These specifications shall be documented in Addendum I, LSP Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Addendum I and submit it to SBC TEXAS not later than forty-five (45) days prior to the passing of live traffic. SBC TEXAS shall complete its portion of Addendum I and return Addendum I to CLEC not later than thirty (30) days prior to the passing of live traffic.

7.3 CLEC must obtain documentation of approval of the completed 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 SBC TEXAS prior to use of CLEC's E911 connection for actual emergency calls.

7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this 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.

7.5 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of 911 trunks:

SBC TEXAS representative:

911 Services Account Manager
4 SBC Plaza, 21st Floor
311 S. Akard St.
Dallas, TX 75202-5398

CLEC representative:

Name/Title
Address
City, State

7.6 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

8.0 BASIS OF COMPENSATION

8.1 Compensation to SBC TEXAS for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.

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.

9.0 MONTHLY BILLING

9.1 SBC TEXAS will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 7.0 above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

10.0 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. SBC TEXAS liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Attachment. SBC 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 SBC 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
			CLLI Code	
E911 Coordinator	LSP Telco ID			
			"Connect Signal" Digits(4)	Estimated # of EAAs
	LSP Service Area Definition		1-1	
911 Database Manager			ETST Code	# 911 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

SBC TEXAS E911 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E911 CONTROL OFFICE

E911 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL (1)	PSAPs INCLUDED	E911 CUSTOMER and AGENCY TYPE (see legend below)
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

ADDENDUM II
BASIS OF COMPENSATION

The following trunk charges will be paid to SBC TEXAS for each E911 control office to which CLEC connects. These prices are interim and will apply until further action from the PUC of Texas.

Trunk Charge	Monthly Recurring	Nonrecurring
Channel (Each)	$39.00 per trunk	$0.00 per trunk

ATTACHMENT 16:
NETWORK SECURITY

1.0 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, SBC TEXAS agrees to take the following reasonable and prudent steps, including but not limited to:

1.1.2 SBC 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 SBC TEXAS.

1.1.3 SBC TEXAS will follow mutually agreed upon notification procedures in the event it becomes necessary for a SBC TEXAS employee to enter into the exclusive CLEC collocated space except in an emergency situation in which SBC 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 SBC 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 SBC 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. SBC TEXAS will change locks at CLEC's request; the expense will be born by CLEC.

The expense will be borne by SBC TEXAS where a security breach has occurred and in that circumstance SBC 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

This Attachment 17: Performance Measurements sets forth the terms and conditions under which SBC TEXAS will report performance to CLEC and compare that performance to SBC TEXAS' own performance or benchmark criteria, whichever is applicable. Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan Agreement).

1. SBC Texas agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix Performance Measurements Business Rules. SBC TEXAS will collect, analyze, and report performance data for these measures in accordance with SBC TEXAS' Performance Measurement Business Rules, as approved by the Public Utility Commission of Texas (the "Commission" or "PUC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.

2. For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both SBC TEXAS (or its affiliate purchasing the same service from SBC under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan Agreement.

3. A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with SBC TEXAS, other CLECs, and Commission representatives.

   3.1 As provided in the Performance Remedy Plan Agreement, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by SBC Texas and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until and memorialized in an amendment to the Performance Remedy Plan Agreement. Except as otherwise provided in the Performance Remedy Plan Agreement, neither Party shall have a right to seek Texas Public Utility Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.

   3.2 CLEC and SBC TEXAS will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SBC TEXAS will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC TEXAS' performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, SBC TEXAS shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.

4. General Assessments Payable to the Texas State Treasury:

4.1 If SBC TEXAS fails to submit performance reports by the last business day of the month, the following assessments apply unless excused for good cause by the Commission:

If no reports are filed, $5,000 per day past the last business day of the month;

If incomplete reports are filed, $1,000 per day for each measurement affected by missing performance results, subject to a maximum of $5,000.

4.2 If SBC TEXAS alters previously reported data to a CLEC, and after discussions with SBC TEXAS the CLEC disputes such alterations, then the CLEC can request that the Commission review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."

4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5. Reports

5.1 CLEC will have access to monthly reports on aggregate CLEC liquidated damages paid (credits issued), performance measures and business rules through an Internet website. The website will includes individual CLEC data, aggregate CLEC data, and SBC TEXAS' state aggregate data.

5.2 In the event SBC TEXAS misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SBC TEXAS shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of SBC TEXAS processes, to the extent appropriate.

5.3 SBC Texas will not levy a separate charge for provision of the data to CLEC called for under this Attachment. SBC Texas will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6. Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Version 4.0)

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PERFORMANCE MEASUREMENTS BUSINESS RULES

A. Pre-Ordering/Ordering

1.1. Measurement	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.	
Business Rules:	
For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either has been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System. For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System. SBC will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.	
Calculation:	**Report Structure:**
∑(Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received)/Total number of loop qualifications	By CLEC, All CLECs and SBC or its affiliates (or SBC acting on behalf of its affiliate).by state.
Disaggregations and Benchmarks:	
None	3 business days (Critical Z does not apply)

2. Measurement

Percent Responses Received within "X" seconds – OSS Interfaces

Definition:

The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.

Exclusions:

None

Business Rules:

Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times**.** The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website.

For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC.

If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate), by interface, by state.

Disaggregations and Benchmark:

Overall transactions returned within required interval. Benchmark 95%
Does not include Protocol Translation times as noted below.

No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply)

All measurements below will be reported on a diagnostic basis.

Measurement	EnhancedVerigate, EDI and CORBA

Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions) Telephone Number Assignment – Specific Inquiry	95% in <= 10 seconds 95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) < = 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds
Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 seconds
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

4 Measurement

OSS Defects Per Million Opportunities (DPMO)

Definition:

OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability

Exclusions:

- Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with SBC Southwest's change management process
- Undetected Interface outages reported by a CLEC that were not reported to SBC Southwest's designated trouble reporting center within 5 business days

Business Rules:

The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which SBC Southwest plans to offer and support CLEC access to SBC Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the SBC Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions).

SBC will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SBC Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).

Calculation:	Report Structure:
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)

Disaggregations and Benchmarks:

- Verigate (interface only) = 5000 DPMO
- EDI Pre-Order (interface only) = 3000 DPMO
- CORBA Pre-Order (interface only) = 3000 DPMO
- Total of all 5 Pre-Order function disaggregations = 5,000 DPMO
- LEX = 5000 DPMO
- EDI Ordering = 3000 DPMO
- EBTA GUI = 5000 DPMO
- EBTA App-to-App = 5000 DPMO
- SBC Southwest RAF (by CLEC) = 5000 DPMO
- SBC Toolbar = 5000 DPMO
- EASE reported for Consumer and Business = Diagnostic

(Critical Z does not apply)

5. Measurement: (PM 5 combined with PM 5.2)

Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.

Definition:

Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.

Exclusions:

For LSRs

- Rejected (manual and electronic) LSRs.
- SBC only Disconnect orders.
- Services ordered out of the Access Tariff
- Interconnection Orders
- Unbundled Dedicated Transport Orders

For ASRs

- All LSRs
- Access Orders purchased from SBC tariffs
- Rejected (manual and electronic) ASRs
- SBC Only disconnect Orders

Business Rules:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m, excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.

All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked. The MBOS form must be initiated by the LSC service representative with

information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

ENHANCEDLEX/EDI

For ENHANCEDLEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or ENHANCEDLEX) with the system date and time. The end date and time is recorded by the interface (EDI or ENHANCEDLEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2nd attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

FOR ASRs:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request

is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

Calculation:	**Report Structure:**
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate). This includes mechanized from EDI and ENHANCEDLEX and manual (e.g. FAX or phone orders). By State.
Disaggregations and Benchmarks:	

1. Electronic/Electronic LSRs	1. Electronic – Electronic 95% within 45 minutes
2. Manual Intervention LSRs	2. 95% within
A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS	A. 5 Hours
B. Mechanized UNE xDSL Capable Loop (1-20)	B. 6 Hours
C. Mechanized UNE xDSL Capable Loop (>20)	C. 14 Hours
D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49)	D. 24 Hours
E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49)	E. 48 Hours
F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects	F. Negotiated interval
3. ASRs	3. 95% within
A. Interconnection Facilities and Trunks	A. 7 business days
B. Unbundled Dedicated Transport DS3s	B. 5 business days

C. Unbundled Dedicated Transport DS1s D. Projects	C. 1 business days D. Negotiated Interval (Critical Z does not apply)

7.1 Measurement	
Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion	
Definition:	
Percent Mechanized Completion Notifications Available Within one Business Day	
Exclusions:	
Exclude Weekends And Holidays	
Business Rules:	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date**.** If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	**Report Structure:**
(# mechanized completions notifications returned to the CLEC within 1 business day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and SBC Affiliate, by state.
Disaggregations and Benchmark:	
None	97% (Critical Z does not apply)

10. Measurement (PM 10 combined with PM 10.1)

Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR

Definition:

Percent mechanized rejects returned within one hour of the receipt of the LSR

Exclusions:

For manual rejects received electronically only, rejects of LSRs received through manual process.

Business Rules:

Mechanized Rejects

The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

Manual Rejects Received Electronically

The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.

The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:

(# mechanized rejects returned within 1 hour ÷ total rejects) * 100 (# electronic manual rejects returned within 6 hours of receipt of LSR÷ total electronic manual rejects) * 100	Reported for CLEC and all CLECs and SBC affiliate, by state.
Disaggregations and Benchmark:	
1 Mechanized 2. Manual rejects received electronically	1. 97% within 1 hour 2. 97% within 6 hours (Critical Z does not apply)

10.2 Measurement:

Percentage of Orders that receive SBC-caused Jeopardy Notifications

Definition:

Percentage of total orders received electronically via LEX/EDI and processed for which SBC notifies the CLEC that an order is in jeopardy of meeting the due date, due to SBC cause.

Exclusions:

N and D service orders

Business Rules:

Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SBC identifies the potential for not meeting the scheduled due date (LOF or additional information).

Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.

Calculation:	Report Structure:
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.

Disaggregations and Benchmarks:

- Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)
- Facilities Jeopardies
- Other SBC caused Jeopardies
- CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, SBC Local Responses, Local Response Jeopardy, RCODE – Reason Code..

Diagnostic

11.2 Measurement:

Average SBC-caused Jeopardy Notification Interval

Definition:

Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SBC issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).

Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.

Exclusions:

- N and D Service orders

Business Rules:

With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that SBC issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.

Levels of Disaggregation:

- Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)
- Facilities Jeopardies

  POTS (includes the following):
  - 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)
  - 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)
  - 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access
  - UNE Platform – POTS

  UNE SPECIALS or Designed Services (includes the following):
  - BRI Loop with Test Access
  - ISDN BRI Port
  - DS1 Loop with Test Access
  - DS1 Dedicated Transport
  - Subtending Channel (23B)
  - Subtending Channel (1D)
  - Analog Trunk Port
  - Subtending Digital Direct Combination Trunks
  - DS3 Dedicated Transport
  - Dark Fiber
  - DSL Loops – Line Sharing
  - DSL Loops – Non-Line Sharing
  - DSL Loops - Line Splitting
  - UNE-Platform-Specials

  Other SBC Caused

- Other SBC caused Jeopardies
- CLEC/EU caused Jeopardies

Calculation:	**Report Structure:**
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SBC affiliate by state.

Benchmark:

Facilities Jeopardies:
POTS – 1 hour
UNE Specials – 4 hours
Other SBC caused – 1 day

Diagnostic only

12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
• Cancelled Orders • Rejected orders due to CLEC caused errors	
Business Rules:	
This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. SBC commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer. SBC Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.	
Calculation:	**Report Structure:**
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and SBC, by state.
Disaggregations and Benchmarks:	
• Flow Through • Non-Flow Through Note: SBC will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.	95%

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12.2 Measurement

Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion

Definition:

Percent mechanized line loss notifications returned within one business day of the completion of work.

Exclusions:

- Where CLEC accesses SBC's systems using a Service Bureau Provider, the measurement of SBC's performance shall not include Service Bureau Provider processing, availability or response time.
- CLEC-caused misses and delays

Business Rules:

Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day.

This includes all products for which loss notifications are sent.

Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC all CLECs, and SBC Affiliates, by state.
Disaggregations and Benchmarks:	
None	95% within one business day

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through SBC ordering systems without manual intervention.	
Exclusions:	
• Excludes rejected orders • Manually received orders	
Business Rules:	
The number of eligible orders that flow through SBC's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by SBC and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
Calculation:	**Report Structure:**
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and SBC and SBC affiliate, by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%

13.1 Measurement

Overall Percent LSR Process Flow Through

Definition:

Percent of LSRs that progress through SBC's ordering, provisioning, and billing systems without manual intervention.

Exclusions:

- LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error

Business Rules:

The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which SBC returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:

- LSRs for which SBC returns a manually generated reject, order confirmation, or jeopardy notification,
- LSRs for which SBC internal service orders are not electronically generated or as to which any manual entry is made on associated SBC internal service orders,
- LSRs with any associated service orders that do not distribute out of SBC's SORD system without fall out or manual processing,
- LSRs with any associated service orders that do not update databases without fall out or manual processing,
- LSRs which result in any manual AIN trigger setting or manual switch translation work,
- LSRs with any associated service orders that do not successfully post to each SBC back end billing systems without fall out or manual processing including error resolution.

Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SBC and SBC Affiliates by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

17.2 New Measurement	
Billing Completion Notices	
Definition:	
Percentage of Billing Completion Notices sent within five business days after service order posting in SORD. For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion.	
Exclusions:	
• Access Service Orders billed through CABS • Interconnection Trunk Orders • T-Orders when dual service is involved • Weekends and Holidays	
Business Rules:	
This measurement will determine percentage of Billing Completion notices sent to CLEC within 5 business days after service order posting in SORD. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion. If multiple orders exist on a single LSR, the last order must post in SORD prior to triggering the five business day window. Billing Completion notices are not sent to CLEC until all related SORD orders have posted in the billing systems.	
Calculation:	**Report Structure:**
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
Disaggregations and Benchmarks:	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

C. Miscellaneous Administrative

22. Measurement	
Local Service Center (LSC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.	
Calculation:	**Report Structure:**
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
Disaggregations and Benchmarks:	
By SBC LSC	Parity with SBC RSC / BSC

22.1 Measurement:

Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer

Definition:

Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the SBC region.

Exclusions:

- Weekends
- Holidays
- Outside normal business hours

Business Rules:

The clock starts when a call enters the queue and the clock stops when a SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to a SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Normal business hours of operation are 7:00 a.m. to 7:00 p.m. CST. Monday through Friday.

Calculation:	Report Structure:
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the SBC representative / Total number of calls answered by the MCPSC.	Reported for all calls to the MCPSC.

Disaggregations and Benchmarks:	
None	Less than 120 seconds. Critical-Z does not apply.

25. Measurement	
Local Operations Center (LOC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when the SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.	
Calculation:	**Report Structure:**
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and SBC Retail Repair Bureau (CSB) for maintenance calls by state.
Disaggregations and Benchmarks:	
• Maintenance Calls (i.e., calls to 1-800-220-4818) • Provisioning Calls – DSL (i.e., calls to 1-817-212-5900) • Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598; calls to Interconnection: 1-817-212-5588) (The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)	• Parity with SBC CSB • 90% within 20 seconds (Critical Z does not Apply) • 90% within 20 seconds (Critical Z does not Apply)

D. Provisioning

28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)

Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.

Definition:

POTS/UNE-P/Specials/UNEs/LNP Loops/LNP Standalone

Measure of orders (circuits for specials) completed within the customer requested due date when that date is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by SBC.

Interconnection Trunks

Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC.

Exclusions:

- Excludes customer caused misses (e.g., customer not ready, construction not complete).
- Excludes all orders except N, T, and C orders.
- Excludes Weekends and Holidays.
- Excludes circuits requested for less than the standard offered interval unless agreed to by SBC
- NPAC caused delays unless caused by SBC (LNP only)

Business Rules:

POTS/UNE-P

The clock starts on the Application Date, which is the day that SBC receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that SBC personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level.

Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by SBC. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SBC agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by SBC.

SBC will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders).

Specials

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure is reported at a circuit level.

UNEs/EELS

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure includes expedites agreed to by SBC. This measure is reported at a circuit level.

LNP Loops

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3 day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4 day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

LNP Standalone

Industry guidelines for due dates for LNP are as follows:

- For Offices in which NXXs are previously opened – 3 Business Days.
- New NXX – 5 Business days on LNP capable NXX.

The above-noted due dates are from the date of the FOC receipt.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.

>30 TNs, including entire NXX: The due dates are negotiated.

Interconnection Trunks

SBC will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.

Calculation:	**Report Structure:**
POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100 LNP Loops/LNP Standalone - Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100 Interconnection Trunks - (Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC ÷ total trunk circuits completed) * 100	Reported for CLEC, all CLECs and SBC by state.

Disaggregations and Benchmarks:	
<u>POTS</u> 1. Field Work (FW) - Bus Class of Svc - Res Class of Svc 2. No Field Work (NFW) - Bus Class of Svc - Res Class of Svc 3. UNE-P -Field Work (FW)	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) 2. Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types). 3. UNE-P Parity between Field Work compared to SBC Retail Field Work (N, T, C order types)

4. UNE -P - No Field Work (NFW)	4. UNE-P Parity between No Field Work compared to SBC Retail No Field Work. (N, T, C order types).
5. 8.0dB Loops (standalone and loop with LNP)	5. 95%
Resale Specials/UNE	Resale Specials and UNEs
6. DS0 (DDS, VGPL, 5 db loops, switch ports)	6. 95%
7. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	7. 95% in five days (Critical Z does not apply)
8. ISDN & BRI (resale, loops and ports)	8. 95%
9. DSL and Line Splitting	9. 95%
10. Line Sharing and IDSL)	10. 95%
11. EELS – DSO	11. 90%(5 days), 92% in 6 months, 95% in a year
12. EELS – DS1	12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply)
13. Interconnection trunks	13. 95%
14. LNP only: NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	14. 96.5%

30. Measurement (PM 30 Combined with PM 60)

Percent SBC Missed Due Dates Due To Lack of Facilities

Definition:

POTS/UNE-P/Specials/8.0 dB Loops

Percent N, T, and C orders with missed committed due dates due to lack of facilities.

UNEs

Percentage of UNEs circuits with missed committed due dates due to lack of facilities.

Exclusions:

- Excludes orders that are not N, T, or C.
- Interconnection Trunks.

Business Rules:

POTS/UNE-P –

The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity.

UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code.

Specials –

The Due Date starts the clock. The Completion Date is the day that SBC personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code.

UNEs/EELS –

Any completion date that is greater than the due date with a SBC lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.

Calculation:	Report Structure:
(Count of orders / circuits with missed due dates due to lack of facilities ÷ total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and SBC Retail for POTS. By state.

Disaggregations and Benchmarks:	
1. POTS- Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)
2. UNE-P - Field Work (FW)	2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types)
3. 8.0dB Loops	3. Compared to Business Retail POTS and Residence Retail POTS Combined
Resale Specials/UNEs:	
4. DS0 (DDS, VGPL, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops, and ports)	6. 5%
7. DSL and Line Splitting	7. 5%
8. Line Sharing and IDSL	8. 5%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 8%, 4% in 6 months (Critical Z does not apply)
	Note: Comparisons are used for Diagnostic purposes only.

32. Measurement (PM 32 Combined with PM 62 and PM 74)

Average Delay Days For SBC Caused Missed Due Dates.

Definition:

POTS/UNE-P/Specials

Average calendar days from due date to completion date on company missed orders /circuit.

UNEs/EELS

Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).

Interconnection Trunks

Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC to completion date on company missed interconnection trunk orders.

Exclusions:

- Excludes orders that are not N, T, or C.

For Specials/UNEs/Interconnection Trunks Only:

- Excludes any incremental days attributable to the CLEC after the initial SBC caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by SBC.

Business Rules:

Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity POTS and UNE-Ps are reported at an order level.

Specials - The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID.

UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by SBC, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail.

Interconnection Trunking - The calculation is the difference in calendar days between the

completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.

Calculation:	**Report Structure:**
Σ(Completion date – orders/committed circuits due date) ÷ (total # of completed orders/posted circuits with a SBC caused missed due date)	Reported for CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
POTS 1. Field Work (FW) - Bus Class of Svc - Res Class of Svc No Field Work (NFW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work (N, T, C order types).
2. UNE-P Field Work (FW) No Field Work (NFW)	2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work. (N, T, C order types).
3. 8.0dB Loops – FW 8.0dB Loops - NFW	3. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW
<u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports)	4. 6 days
5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport)	5. 6 days (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Interconnection Trunks	6. 5 days 7. 6 days 8. 6 days 9. 6 days 10. 6 days (Critical Z does not apply) 11. Parity with SBC Interoffice trunking network

35. Measurement (PM 35 Combined with PM 59 and PM 98)

Percent Trouble Report Within X Days (I-10 / I-30) of Installation

Definition:

Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within10 calendar days for POTS/UNE-P, or 30 calendar days for specials), of service order completion.

Percentage of UNEs that receive a customer trouble report within X" calendar days, where "x" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.

Exclusions:

- Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational.
- Excludes trouble report received on the due date before service order completion.
- Interconnection Trunks
- Loops without test access - BRI
- Orders that are not N, T, or C.
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble.
- Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC.
- UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date.
- Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and SBC due to CLEC reasons on the due date.
- CLEC-caused errors.
- NPAC-caused errors unless caused by SBC.
- Stand Alone LNP Orders with more than 500 number activations.

Business Rules:

POTS/UNE-P

Includes reports received the day after SBC personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed.

This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.

Resale specials
A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. . The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the reporting month.

UNES/EELS
A trouble report is counted if it is received within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, calendar days of a service order completion. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within "X" calendar days where "X" is 10 calendar days for 8db and 5dB loops and 30 calendar days for all other UNEs, calendar days of service order completion that were closed during the reporting month.

Calculation:	**Report Structure:**
(Count of initial, electronic or manual trouble reports on or within X (where X is 10 days for POTS/UNE-P and 8dB loops, UNE-P, and 30 days for Resale Specials) calendar days of service order completion ÷ total # of orders/total circuits) * 100	Reported for POTS Resale by CLEC, total CLECs and SBC, by state.
Disaggregations and Benchmarks:	
1. POTS N& T orders C Orders Field Work (FW) No Field Work (NFW) Business class of service Residence class of service 2. UNE-P New/Move Orders Change/conversion Orders	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, and C order types) and No Field Work compared to SBC Retail No Field Work (N, T, and C order types). 2. UNE-P Parity between Field Work New and Move orders compared to SBC Field

Field Work (FW) No Field Work (NFW)	Work New and Move orders. Parity between Field Work Change and Conversion orders compared to SBC Field Work Change orders. Parity between No Field Work New and Move orders compared to SBC Retail No Field Work New and Move orders. Parity between No Field Work Change and Conversion orders compared to SBC Retail No Field Work Change orders.
3. 8.0dB Loop	3. Compared to Retail POTS Business and Retail POTS Residence combined
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, & switch ports)	4. 5%
5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 5%
8. Line Sharing and IDSL	8. 5%
9. EELS – DS0	9. 8%, 5% in 6 months
10. EELS – DS1	10. 8%, 5% in 6 months (Critical Z does not apply)
11. Stand Alone LNP	11. Parity with SBC Retail POTS – No Field Work

101. Measurement:	
Percent Out of Service < 60 minutes	
Definition:	
The Number of LNP related conversions where the time required to facilitate the activation of the port in SBC's network is less than 60, expressed as a percentage of total number of activations that took place.	
Exclusions:	
• CLEC-caused errors. • NPAC-caused errors unless caused by SBC. • Stand Alone LNP Orders with more than 500 number activations.	
Business Rules:	
The Start time is the receipt of the NPAC broadcast activation message in SBC's LSMS. The End time is when the Provisioning event is successfully completed in SBC's network as reflected in SBC's LSMS. Count the number of activations that took place in less than 60 minutes.	
Levels of Disaggregation:	
• None	
Calculation:	**Report Structure:**
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations)* 100.	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
None	96.5% Critical z-value does not apply

E. Maintenance

37.1 Measurement (PM 37.1 Combined with PM 65.1)

Trouble Report Rate net of installation and repeat reports

Definition:

The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.

Exclusions:

- Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring.
  - CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Excludes installation reports. An installation report is defined as any report that comes in within "X" calendar days of service order completion, where "X" is 10 for POTS and 8db loops and "X" is 30 for special services.
- Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs.
- Excludes BRI loops without test access
- Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble.
- Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.
- UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date
-

Business Rules:

POTS/UNE-P

CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.

UNEs/EELS

Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.

Calculation:	Report Structure:
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷100)]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC, by state.

Disaggregations and Benchmarks:

1. POTS Business class of service Residence class of service	1. POTS- Parity with SBC retail
2. UNE – P	2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined.
3. 8.0dB Loops	3. Parity with Retail POTS Business and Retail POTS Residence combined.
Specials Resale/UNE	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

38. Measurement (PM 38 Combined With PM 66)

Percent Missed Repair Commitments

Definition:

Percent of trouble reports not cleared by the commitment time.

Exclusions:

- CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- No Access and delayed maintenance for UNE loops.
- Specials and Interconnection Trunks
- Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only)

Business Rules:

POTS/UNE-P

The commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."

UNE Loops

The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.

Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SBC, by state.

Disaggregations and Benchmark:

1. POTS - Residence • Dispatch • No Dispatch POTS - Business • Dispatch • No Dispatch	1. POTS - Parity with SBC Retail
2. UNE-P • Dispatch • No Dispatch	2. UNE-P – Parity with SBC Retail POTS Business and Residence combined
3. 8.0dB Loops	3. Compared to SBC Retail POTS business and residence combined

39. Measurement (PM 39 Combines with PM 67 and PM 76)

Mean time to restore / Average Trunk Restoration Interval

Definition:

POTS/UNE-P

Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.

UNES/EELS and Specials

Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Interconnection Trunks

Average time to repair interconnection trunks. This measure is based on calendar days.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Exclude Tickets where the CLEC did not take the first available commitment time until SBC has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005).
- Exclude Vendor meets
- No Access Time
- Delayed Maintenance Time
- Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS)
- Exclude Loops without test access – BRI
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.
- Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC

Business Rules:

POTS and UNE-Ps

The clock starts on the date and time SBC receives a trouble report. The clock stops on the date and time that SBC personnel clear the repair activity and complete the trouble report.

Specials

The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.

UNEs/EELS

The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.

Interconnection Trunks

The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when SBC notifies the CLEC of service restoral.

Calculation:	**Report Structure:**
Σ[(Date and time SBC clears ticket with the CLEC) - (Date and time ticket or trouble report is received)] ÷ Total network customer trouble reports Total trunk outage duration ÷ total trunk trouble reports	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	

1. POTS
- Affecting Service
- Out of Service
  - Dispatch
  - No Dispatch
  - Residence
  - Business
	1. POTS – Parity with SBC Retail

2. UNE-P
- Affecting Service
- Out of Service
  - Dispatch
  - No Dispatch
  - Residence UNE-P
  - Business UNE-P
	2. UNE-P residence – Parity with SBC Retail Residence UNE-P Business – Parity with SBC Retail Business

3. 8.0dB Loops - Dispatch	3. Compared to business and residence combined

- No Dispatch	
Specials Resale/UNE	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 12 hours
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport)	5. 4.5 hours (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports	6. 12 hours
7. DSL and Line Splitting	7. 7.5 hours
8. Line Sharing and IDSL	8. 7.5 hours
9. EELS – DS0	9. 12 hours
10. EELS – DS1	10. 4.5 (Critical Z does not apply)
11. Interoffice Trunks	11. Parity with SBC Interoffice Trunking Network

40. Measurement

Percent Out Of Service (OOS) < 24 Hours

Definition:

Percent of OOS trouble reports cleared in less than 24 hours.

Exclusions:

- Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
-
- Excludes reports marked as "No Access" to customer premises.
- Excludes Affecting Service reports.

Business Rules:

Customer trouble reports are cleared within 24 hours when:

- The customer report is received Monday through Friday cleared within 24 hours.
- The customer report is received Saturday and cleared within 48 hours.
- The customer report is received Sunday and cleared before midnight Monday.
- Holidays are excluded.

Calculation:	Report Structure:
(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and SBC by state.

Disaggregations and Benchmarks:

1. <u>POTS</u> • Business class of service • Residence class of service 2. <u>UNE-P</u>	1. POTS – Parity with SBC 2. UNE-P - Parity with SBC Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

41. Measurement (PM 41 Combined with PM 69)

Percent Repeat Reports

Definition:

Percent of customer trouble reports received within X calendar days of a previous customer report. where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.

Exclusions:

- Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.
  - CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
-
- Interconnection Trunks
- Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational
- Loops without test access – BRI
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.
- Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.

Business Rules:

Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.

Calculation:	Report Structure:
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.

Disaggregations and Benchmarks:

1. POTS	1. Parity With SBC Retail POTS

- Residence - Business	
2. UNE-P	2. Parity with SBC Retail Pots Business and Residence Combined
3. 8.0dB Loop	3. Compared to SBC Retail POTS business and residence combined
Resale Specials/UNEs:	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 10%
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	5. 15% 10% 6 months (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 10%
7. DSL and Line Splitting	7. 7.5%
8. Line Sharing and IDSL	8. 7.5%
9. EELS – DS0	9. 10%
10. EELS – DS1	10. 15% 10% in 6 months (Critical Z does not apply)

F. Interconnection Trunks

70. Measurement:

Percentage of Trunk Blockage

Definition:

Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SBC end office to CLEC end office and from SBC tandem to CLEC end office.

Exclusions:

- Excludes Weekends and Holidays
- CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control.
- Blocking caused by unplanned load on a CLECs network
- SBC is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from SBC on the due date or CLEC has no facilities or equipment at CLEC end.
- CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by SBC or in the timeframe specified in the InterConnection Agreement (ICA).
- If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by SBC or in the time frame specified in the ICA.
- If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement.
- If a CLEC's actual trunk usage as shown be SBC from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months.
- New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG.

The exclusions do not apply if SBC fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.

Business Rules:

Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.

Calculation:	Report Structure:
({Count of blocked calls – excluded blocked calls} ÷ total calls offered – {excluded blocked calls}) * 100	Reported for CLEC and all CLECs by state.

Disaggregations and Benchmarks:

• SBC end office to CLEC end office • SBC tandem to end office trunk	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

<table>
<tr><th colspan="2">71. Measurement:</th></tr>
<tr><td colspan="2">Common Transport Trunk Blockage</td></tr>
<tr><th colspan="2">Definition:</th></tr>
<tr><td colspan="2">Percentage of local common transport trunk groups exceeding 2%, 1% blockage.</td></tr>
<tr><th colspan="2">Exclusions:</th></tr>
<tr><td colspan="2">No data is collected on weekends or holidays</td></tr>
<tr><th colspan="2">Business Rules:</th></tr>
<tr><td colspan="2">Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.</td></tr>
<tr><th>Calculation:</th><th>Report Structure:</th></tr>
<tr><td>(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ total common transport trunk groups) * 100.</td><td>Reported on local common transport trunk groups by state.</td></tr>
<tr><th colspan="2">Disaggregations and Benchmarks:</th></tr>
<tr><td>• Common trunk groups where CLECs share ILEC trunks
• Common trunk groups for CLECs not shared by ILEC</td><td>• 3% of SBC common transport trunk groups not to exceed 2% blocking
• 3% of SBC common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).</td></tr>
</table>

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
Exclusions:	
• Customer Caused Misses • Excludes any incremental days attributable to the CLEC after the initial SBC caused delay.	
Business Rules:	
The Customer Desired Due Date or the 21st business day after the interconnection trunk order is received by SBC, whichever is greater, starts the clock. The Completion Date is the day that SBC personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID. The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74). The Denominator will be completed orders plus held circuits.	
Calculation:	**Report Structure:**
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100,	Reported by CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
• Interconnection Trunks by 30, 60 and 90 days	Parity with SBC interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

G. 911

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
Calculation:	**Report Structure:**
Σ(Date and time data processing begins – date and time data processing ends) ÷ total number of files	Reported for individual CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
None	Parity

H. Collocation

107. Measurement
Percentage Missed Collocation Due Dates
Definition:
The percentage of SBC caused missed due dates for collocation projects.
Exclusions:
• Exclude any applications rejected for non-payment within the times requested under tariff • Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, SBC- will exclude the job from reporting.
Business Rules:
The clock starts when SBC receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once SBC provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from SBC notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by SBC for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to: • CLEC return to SBC corrected and complete floor plan drawings. • CLEC placement of required component(s). If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, SBC will bring these forward for discussion at the next 6-month review.

Calculation:	**Report Structure:**
(count of number of SBC caused missed due dates for collocation facilities ÷ total number of	Reported for individual CLEC and all CLECs and SBC affiliate, by state

collocation projects) * 100	
Disaggregations and Benchmarks:	
• New • Augments Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)	95% within the due date in the SBC Texas Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)

I. Coordinated Conversions

115.2. Measurement	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
Exclusions:	
• CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time. • CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. • Excludes Non-Measured reports (CPE, Interexchange, and Informational). • Reports for which the trouble is attributable to the SBC network (unless SBC had knowledge of the trouble prior to the due date). • Excludes no access to the end user's location.	
Business Rules:	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time SBC begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by SBC within the established provisioning intervals, and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
Calculation:	**Report Structure:**
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
• Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop) • Defined Batch Process • Bulk Batch Process	2% 2% 2%

J. NXX

117. Measurement	
Percent NXXs loaded and tested by the LERG effective date	
Definition:	
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date	
Exclusions:	
• Requests from CLECs where no signed Interconnection Agreement exists • Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX • Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX	
Business Rules:	
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.	
Calculation:	**Report Structure:**
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
• None	Parity

K. Bona Fide/Special Request Process (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when SBC receives the application. The clock stops when SBC responds with the preliminary analysis or denial notification.	
Calculation:	**Report Structure:**
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SBC affiliate, by state.
Disaggregations and Benchmarks:	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

124. Measurement

Timely Resolution of Significant Software Failures Related to Releases

Definition:

Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.

Exclusions:

Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)

Business Rules:

Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SBC or receive back from SBC order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.

SBC cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. SBC will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE:

UNE-P
UNE Loop
DSL Capable Loops
DSL with Line Sharing
LNP only

In this case, SBC will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.

Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Disaggregations and Benchmarks:	
• None	95% completed within 48 hours or 2 days. (Critical Z does not apply)

DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
UNE:		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10 11 – 20 21+	3 7 10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10 11 – 20 21+	3 7 10
BRI Loop	1 -10 11 – 20 21+	4 10 Negotiate
DS1 Loop	1 – 20 21+	5 Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20 21+	5 Negotiate
DS3 Dedicated Transport	1 – 20 21+	5 Negotiate
ISDN – PRI Loop	1 – 20 21+	5 10
Dark Fiber	1 – 20 21+	5 Negotiate
Standalone INP	1 – 10 11 – 20 21+	3 7 10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24 25+	10 Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24 25+	3 Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20 21+	25Negotiate
DSL with Line Splitting	1 – 20 21+	5 Negotiate
EELS	1 – 20 21+	5 Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8
RESOLD SPECIALS:		
DDS	1 – 8	7

	9+	Negotiate
DS1	1 – 5 6+	7 Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8 9 – 16 17 – 24 25+	5 7 9 Negotiate
BRI - RES - BUS	1 – 8 9+ 1 – 8 9+	10 Negotiate 5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 8 9+	5 Negotiate
OCn	ALL	Negotiate

ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING

This Attachment 18: Directory Assistance Listing Information sets forth terms and conditions for which SBC TEXAS agrees to license its Directory Assistance Listing information to CLEC.

1. INTRODUCTION

1.1 SBC TEXAS owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).

1.2 CLEC, or its agent, wishes to provide DA service to CLEC's End Users and therefore wishes to load its databases with directory assistance listings contained in SBC TEXAS' DA database.

1.3 Inasmuch as SBC TEXAS provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers (CLECs), SBC TEXAS' database also contains directory assistance listing information for other ILEC and CLEC End Users.

2. SERVICE PROVIDED

2.1 SBC TEXAS agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.1.1 SBC TEXAS shall provide directory assistance listing information in a mutually acceptable format.

2.1.2 SBC TEXAS shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC TEXAS will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 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. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's database. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 CLEC may use the directory assistance listing 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 directory assistance listings.

3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

4. ASSIGNMENT

4.1 The directory assistance listings provided by SBC shall remain the property of SBC TEXAS. CLEC, or its third party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

5. SUBCONTRACTING OF DIRECTORY ASSISTANCE SUBSCRIBER LISTINGS

5.1 If CLEC elects to use a subcontractor for the DA services, CLEC may transfer the directory service subscriber listing information to its DA. In compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

6. TERMS OF ATTACHMENT

6.1 SBC TEXAS will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from CLEC and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

7. LIABILITY

7.1 SBC TEXAS makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors, and omissions, if any. SBC TEXAS makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

7.2 CLEC hereby releases SBC TEXAS from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Attachment, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

7.3 Indemnification of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

8. PRICING

8.1 The prices at which SBC TEXAS agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the Attachment Pricing.

9. RESERVATION OF RIGHTS/INTERVENING LAW

9.1 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 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC TEXAS' and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1. INTRODUCTION

1.1 SBC TEXAS publishes White Pages directories for geographic local service areas in which CLEC may also provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its End User Customers in the appropriate SBC TEXAS White Pages directories.

1.2 CLEC also desires distribution to CLEC's End User Customers of the White Pages directories that include listings of CLEC's End User customers.

1.3 SBC TEXAS will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2. SERVICE PROVIDED

2.1 Subject to SBC TEXAS' practices, as well as the rules and regulations applicable to the provision of WP directories, SBC TEXAS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules regulations and SBC TEXAS practices are subject to change from time to time. When CLEC provides its subscriber listing information to SBC TEXAS listings database, CLEC will receive for its End User, one primary listing in the SBC TEXAS WP directory and a listing in SBC TEXAS' directory assistance database**.**

2.1.1 Where an CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, SBC TEXAS will assess CLEC a monthly charge for such listings at SBC TEXAS' tariff rates. An additional monthly charge at SBC TEXAS' tariff rate applies when CLEC wishes to list an End User in SBC TEXAS' directory assistance database but does not wish to have its End User listed in SBC TEXAS' WP directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in SBC TEXAS' WP directory for a monthly charge at SBC TEXAS' tariff rate for those non-published, non-listed services.

2.1.1.1 Facility-based CLECs are billed at the retail tariff rate for a 12 month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service. CLEC will be notified via Accessible Letter should the billing process change.

2.2 CLEC will furnish to SBC TEXAS subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC TEXAS may require to prepare and print the alphabetical listings of said directory.

2.3 Intentionally left blank.

2.4 CLEC will provide accurate subscriber listing information of its subscribers to SBC TEXAS via a mechanical or manual feed of the listing information to SBC TEXAS' listing database. CLEC agrees to submit all listing information vi only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred listings per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among SBC TEXAS' subscriber listing information. CLEC shall furnish to SBC TEXAS, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC TEXAS may require to prepare and print the alphabetical listings of said directory. See CLEC Online website for methods, procedures and ordering information.

CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.

2.5 SBC TEXAS will provide electronic directory listing verification to CLEC through the Web Listing Lookup in the SBC CLEC Online websites. Upon request, SBC TEXAS will provide daily electronic directory listing verification via SBC TEXAS' white page listing systems. Information for directory listing verification is located on the SBC CLEC Online website.

2.5.1 In addition, at least sixty (60) days prior to the business office close date for a particular directory, SBC TEXAS will provide CLEC, upon request, an electronic verification list of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for an electronic verification list at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC TEXAS will accept standing requests for electronic verification lists on those White Page directories specified by CLEC. This electronic directory listing verification list will be provided in CD-ROM format, until such time as a web based format is available. CLEC specific listing verification list also is available upon request through SBC TEXAS' White Page systems subject to the timeframes outlined in this section. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC TEXAS via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC TEXAS Business Office Close date for that directory, provided that SBC TEXAS made the electronic verification list available to CLEC in a timely manner as specified above.

2.6 Publication schedules for the White Pages: CLEC can access via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC TEXAS will update the directory close dates in a timely manner as they occur.

2.7 Intentionally left blank.

2.8 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of SBC TEXAS White Pages directory in the same manner and at the same time that they are delivered to SBC TEXAS subscribers during the annual delivery of newly published directories.

SBC TEXAS has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with SBC TEXAS' directory publishing affiliate, pursuant to terms and conditions agreed to by the Parties.

2.9 At its option, CLEC may purchase one (1) information page (Customer Guide Page) in the informational section of the SBC TEXAS White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other CLECs and will be no different in style, size, color and format than SBC TEXAS information pages. Sixty (60) days prior to the directory close date, CLEC will provide to SBC TEXAS the information page in camera ready format. SBC TEXAS will have the right to approve, and, with CLEC's agreement, SBC TEXAS may, but is not required to, revise the format and content of such information page. See Pricing Schedule for rates associated with the Information Page.

2.10 SBC TEXAS will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8th page in size. In order to have such information published, sixty (60) days prior to the directory close date, CLEC will provide SBC TEXAS with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (CLEC will be limited to a maximum of 1/8th of a page in any single edition of a SBC TEXAS White Pages directory).

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 SBC 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 listing information in an area directory, and to handle the CLEC's subscriber listing information is in the same manner as SBC TEXAS' subscriber listing information. In exchange for SBC TEXAS serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC TEXAS to include and use the CLEC subscriber listing information provided to SBC TEXAS pursuant to this Attachment in SBC TEXAS' WP directory, SBC TEXAS' Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is SBC TEXAS' use of CLEC's subscriber listing information in SBC TEXAS' directory assistance, directory assistance related products and services, and publishing products and services.

3.2 SBC 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 Name 's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SBC 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 SBC TEXAS' subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC TEXAS.

4. PRICING

4.1 SBC TEXAS will deliver one copy per primary End User listing of SBC TEXAS White Pages, as described in Section 2.8 above, at no charge. SBC TEXAS has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.

5. INTENTIONALLY LEFT BLANK.

6. TERM

6.1 This Attachment will continue in force until terminated by sixty (60) days prior written notice by either Party to the other.

6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

7. LIABILITY

7.1 Except as set forth herein, Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

7.2 CLEC agrees that SBC TEXAS and/or its affiliates will not be liable for the content or accuracy of any subscriber list information provided by CLEC. CLEC agrees to indemnify, hold harmless and defend SBC TEXAS and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any third party's claim of inaccurate subscriber listing information, use of information provided by CLEC.

7.3 CLEC further agrees to indemnify, hold harmless and defend SBC TEXAS and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses

(including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any negligent act or omission, grossly negligent act, or act of willful misconduct by CLEC.

7.4 CLEC further agrees to pay all costs incurred by SBC TEXAS and/or its affiliates as a result of CLEC not complying with the terms of this Attachment.

8. RESERVATION OF RIGHTS/INTERVENING LAW

8.1 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 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 NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.

1.2 Each Party agrees to make available to the other, via the 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 SBC 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.

3. NXX MIGRATION

3.1 NXX Migration as defined in the Central Office Code Assignment Guidelines (Industry Numbering Committee (INC), Section 7, Criteria for the transfer of Central Office Codes), will be provided upon request. The Party that requests a migration of an NXX from the other Party to itself agrees to pay an NXX Migration charge as set forth in the Pricing Appendix under "OTHER" where applicable. Where charges are not available, no fee will be assessed and no NXX Migration will be provided until the Party seeking to charge has filed cost studies approved by the Commission.

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 22: DA-FACILITIES BASED
(for CLECs who are Switch-Based or Leasing SBC Unbundled Switched Ports)

INTRODUCTION

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SBC TEXAS agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider or CLEC leasing unbundled switched ports as provided by SBC TEXAS.

CLEC can purchase operator services and directory assistance (OS/DA) as UNEs. SBC TEXAS may initiate a proceeding before the Commission for the purpose of seeking Commission approval to cease providing OS/DA as UNEs.

1. Services

1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status for the home NPA and/or local/intraLATA serving area where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0/+555-1212, or 1/0+NAP-555-1212 or other dialing arrangement.

1.2 Directory Assistance Call Completion (DACC) service consists of SBC TEXAS completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SBC TEXAS will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.

1.3 SBC TEXAS agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SBC TEXAS' switch and where CLEC obtains DA service from SBC TEXAS.

1.4 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

1.5 Business Category Search (BCS): A service which will provide CLEC end users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses

1.6 Reverse Directory Assistance (RDA): A non-regulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that an CLEC end user provides to the DA operator.

2. Definitions - The following terms are defined as set forth below:

2.1 **Non-List Number** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling an SBC TEXAS DA Operator.

2.2 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an SBC TEXAS DA Operator.

2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling an SBC TEXAS DA Operator.

2.4 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).

2.5 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

3.0 Call Branding

3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC audibly and distinctly to the CLEC end user at the beginning of each DA call. In all cases, SBC TEXAS will brand DA in CLEC's name.

3.1.1 CLEC will provide SBC TEXAS with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the CLEC in branding its respective services.

3.1.2 Branding Load Charges: An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by SBC TEXAS on behalf of CLEC.

4.0 Directory Assistance (DA) Reference/Rater Information

4.1 Reference/Rater Information are SBC TEXAS databases referenced by a SBC TEXAS Operator for CLEC DA specific information as provided by CLEC such as its business office, repair and DA rates.

4.2 CLEC must provide CLEC Rate/Reference Information to SBC TEXAS.

4.3 When a SBC TEXAS Operator receives a rate request from an CLEC End User, where technically feasible and available, SBC TEXAS will quote the applicable OS/DA rates as provided by CLEC.

4.4 CLEC must furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken. In all cases, the rates quoted to the CLEC End User and those applied to the call will be CLEC's.

4.5 CLEC will inform SBC TEXAS, via the OSQ of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SBC TEXAS updated Rate/Reference Information in advance of when the Rat/Reference Information is to become effective.

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

5.0 Responsibilities of SBC TEXAS

5.1 SBC TEXAS will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SBC TEXAS.

5.2 SBC TEXAS will provide and maintain its own equipment to furnish DA Services.

5.3 SBC TEXAS will provide DA Service to CLEC customers using current and updated DA records and in accordance with SBC TEXAS' current methods, practices, and procedures or as subsequently modified.

5.4 SBC TEXAS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

5.5 SBC TEXAS will include current CLEC subscriber listing information in SBC TEXAS' DA database.

6.0 Responsibilities of Both Parties

6.1 The Party(ies) that provide the circuits between CLEC and SBC TEXAS offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

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

6.3 CLEC agrees that SBC TEXAS may temporarily correct what appears to be obvious CLEC end user listing errors in the SBC TEXAS DA database. SBC TEXAS will make temporary correction and notify CLEC. CLEC must send in service order to correct listing within the specified timeframe, or listing will revert to the original listing format.

7.0 Responsibilities of CLEC

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

7.2 CLEC will furnish to SBC TEXAS a completed OSQ, thirty (30) days in advance of the date when the DA services are to be undertaken.

7.3 CLEC will provide SBC TEXAS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

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

7.5 CLEC agrees that SBC TEXAS may utilize CLEC End User's listings contained in SBC TEXAS directory assistance database in providing existing and future SBC TEXAS directory assistance or DA related services.

7.6 CLEC further agrees that SBC TEXAS can release CLEC directory assistance listings stored in SBC TEXAS directory assistance database to competing providers.

8.0 Pricing

8.1 The prices at which SBC TEXAS agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing.

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

9.0 Liability

9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement including, but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Attachment.

9.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC TEXAS from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly by SBC TEXAS employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

10. Terms of Attachment

10.1 If CLEC chooses to use SBC TEXAS OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC TEXAS' OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC TEXAS OS/DA services upon one hundred-twenty (120) days advance written notice to SBC TEXAS.

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

10.3 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC TEXAS, within thirty (30) days of the issuance of any bills by SBC TEXAS, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC TEXAS pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

11.0 Reservation of Rights/Intervening Law

11.1 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 23: OS-FACILITIES BASED (for CLEC s who are Switch-Based or Leasing SBC Unbundled Switched Ports)

SBC TEXAS-PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

INTRODUCTION

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SBC TEXAS agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider or CLEC as leasing unbundled switched ports as provided by SBC TEXAS. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

CLEC can purchase operator services and directory assistance (OS/DA) as UNEs. SBC TEXAS may initiate a proceeding before the Commission for the purpose of seeking Commission approval to cease providing OS/DA as UNEs.

1. Services – SBC TEXAS will provide the following three tiers of Operator Services:

1.1 Fully-Automated Call Processing - Allows the caller to complete a call utilizing (AABS) equipment without the assistance of an SBC TEXAS Operator, hereafter called Operator. CLEC agrees

1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when automated equipment cannot be activated.

1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

2. Call Types – SBC TEXAS will provide to CLEC the call types in Sections 2.1 through 2.7 below:

2.1 Fully Automated Collect and Bill to Third-Number Service - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the automated equipment. The call is completed without the assistance of an Operator.

2.1.1 Fully Automated Calling Card Service – This service is provided when the caller dials zero (“0”), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Attachment, is one for which SBC TEXAS can perform billing validation.

2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator.

2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached 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.

2.4 Operator Handled Station-To-Station **-** A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone.

2.5 Operator Handled Person-To-Person **-** A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

2.6 Operator Transfer Service **-** A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SBC TEXAS' Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

3. Other Operator Assistance Services

3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.

3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.

3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, SBC TEXAS will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to SBC TEXAS the communities associated with CLEC's NXX(s).

3.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

4. Call Branding:

4.1 The process by which an Operator, either live or recorded, will identify the OS provider as being CLEC, audibly and distinctly to the CLEC end user at the beginning of each OS call. In all cases, SBC TEXAS will brand OS call in CLEC's name.

4.2 CLEC will provide SBC TEXAS with an Operator Services Questionaire completed with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its respective services.

4.3 Branding Load Charges:

4.3.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by SBC TEXAS on behalf of CLEC.

5. Operator Service (OS) Reference/Rater Information

5.1 Reference/Rater Information are SBC TEXAS databases referenced by an SBC TEXAS Operator for CLEC OS specific information as provided by CLEC, such as CLEC's business office, repair and OS rates.

5.2 CLEC must provide CLEC Rate/Reference Information to SBC TEXAS.

5.3 When a SBC TEXAS Operator receives a rate request from an CLEC End User, where technically feasible and available, SBC TEXAS will quote the applicable OS/DA rates as provided by CLEC.

5.4 CLEC must furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the OS Services are to be undertakes. In all cases, the rates quoted to the CLEC End User and those applied to the call will be CLEC's.

5.5 CLEC will inform SBC TEXAS, via the OSQ of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SBC TEXAS updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

5.6 An initial non-recurring charge will apply per state, per brand, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per brand, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Rate or Reference information.

6. Responsibilities of SBC TEXAS

6.1 SBC TEXAS will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.

6.2 SBC TEXAS will provide Operator Services in accordance with the operator methods and practices in effect for SBC TEXAS at the time the call is made, unless otherwise agreed in writing by both Parties.

6.3 SBC TEXAS will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.

7. Responsibilities of Both Parties

7.1 The Party(ies) that provide the circuits between CLEC and SBC TEXAS offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

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

8. Responsibilities of CLEC

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

8.2 CLEC will furnish in writing to SBC TEXAS, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SBC TEXAS to provide the Service.

8.2.1 CLEC will provide SBC TEXAS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.3 As to any end office where SBC TEXAS furnishes the Operator Services provided by this Attachment, CLEC agrees that SBC TEXAS will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for a minimum of a one (1) year period.

9. Pricing

9.1 The rates for the Operator Services provided pursuant to this Attachment will be contained in Appendix Pricing.

10. Monthly Billing

10.1 SBC TEXAS will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

11. Liability

11.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement, including, but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Attachment.

11.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC TEXAS from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC TEXAS employees and equipment associated with provision of Operator Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to cal Operator Services.

12. Terms of Attachment

12.1 If CLEC chooses to use SBC TEXAS OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC TEXAS' OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC TEXAS OS/DA services upon one hundred-twenty (120) days advance written notice to SBC TEXAS.

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

12.3 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC TEXAS, within thirty (30) days of the issuance of any bills by SBC TEXAS, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC TEXAS pursuant to this Attachment prior to its termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

13. In order to utilize SBC TEXAS' operator services platform as a facilities based service provider, CLEC must first enter into an agreement which sets forth the billing and collection terms related to intrastate intralata alternatively billed toll calls involving CLEC's customers where CLEC is acting as a facilities based service provider. CLEC reserves the right to argue that the agreement should be a stand alone billing and collection agreement separate from the Interconnection Agreement; and SBC reserves the right to argue that the agreement must be a Clearinghouse agreement that must be part of the Interconnection Agreement.

14. Reservation of Rights/Intervening Law

14.1 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)

1.0 Introduction

1.1 This Attachment sets forth the terms and conditions under which SBC TEXAS will provide recording, message processing and message detail services as described in Exhibit I and Exhibit II. Exhibits I and II are part of this Attachment by reference.

2.0 Definitions

2.1 "Access Usage Record (AUR)" - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 "Assembly and Editing" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 "Billing Company" - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

2.4 "Billable Message" - a message record containing details of a completed IXC transported call which is used to bill an end user.

2.5 "Centralized Message Distribution System (CMDS)" - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SBC TEXAS and the Billing Company.

2.6 "Data Transmission" - the forwarding by SBC TEXAS of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

2.7 "Exchange Message Record (EMR)" - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

2.8 "Interexchange Carrier (IXC)" - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate, 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 EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a

message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

2.12 "Originating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

2.13 "Provision of Message Detail" - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC 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 magnetic tapes or data files.

2.15 "Recording" - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

2.16 "Service Switching Point (SSP)" - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.17 "Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.18 "Switching Control Point (SCP)" - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

2.19 "800 SCP Carrier Access Usage Summary Record (SCP Record)" - a summary record which contains information concerning the quantity and types of queries launched to an SBC TEXAS SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit II pertaining to the production and forwarding of AUR data.

2.20 "Terminating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3.0 Responsibilities of the Parties

3.1 SBC TEXAS will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to SBC TEXAS provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SBC TEXAS-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC TEXAS.

3.2 SBC TEXAS will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SBC TEXAS.

3.3 SBC TEXAS will provide access usage records that are generated by SBC TEXAS.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC TEXAS, during the billing period established by SBC TEXAS and selected by CLEC.

3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SBC TEXAS and provided to CLEC.

3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

3.7 SBC TEXAS will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

3.8 In Exhibit II, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC TEXAS reserves the right to limit the frequency of transmission to existing SBC TEXAS processing and work schedules, holidays, etc.

3.9 SBC TEXAS will determine the number data files required to provide the access usage record detail to CLEC.

3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of SBC TEXAS will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SBC TEXAS.

3.11 When SBC TEXAS receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, SBC TEXAS will forward those messages to CLEC.

3.12 SBC TEXAS will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

4.0 Basis of Compensation

4.1 SBC TEXAS as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Access Usage Records (SURs) required by SBC 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.

5.0 Liability

5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

5.2 When SBC TEXAS is notified that, due to error or omission, incomplete data has been provided to CLEC, SBC TEXAS will make reasonable efforts to locate and/or recover the data and provide it to CLEC 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 CLEC. If written notification is not received within sixty (60) calendar days, SBC TEXAS shall have no further obligation to recover the data and shall have no further liability to CLEC.

5.3 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of SBC TEXAS having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, SBC TEXAS will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SBC TEXAS' liability to the CLEC shall be limited to one (1) of the following two (2) alternatives from which CLEC may choose: 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail, or 2) a direct reimbursement for such amount of estimated net lost revenue.

5.4 SBC TEXAS will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SBC TEXAS.

5.5 CLEC agrees to defend, indemnify, and hold harmless SBC TEXAS from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by CLEC, its customers or end users. CLEC shall defend against all End Users' claims just as if CLEC had provided such service to its End Users with its own employees.

5.6 CLEC also agrees to release, defend, indemnify and hold harmless SBC TEXAS from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SBC TEXAS employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

5.7 CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

5.8 SBC TEXAS makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, SBC TEXAS assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

6.0 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.

7.0 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 SBC 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

1.0 Introduction

1.1 SBC TEXAS agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the terms, and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, and at the rates set forth in the Pricing Schedule to this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2.0 Definitions

2.1 An "xDSL-Capable Loop" is a loop that supports the transmission of xDSL technologies.

2.1.1 For purposes of this Attachment, an "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 For purposes of this Attachment, an "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 SBC 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 SBC 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 SBC 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 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 The term "excessive bridge taps" as used herein shall refer to bridge taps in excess of 2,500 feet in total length.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by 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 A "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).

2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.9 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between SBC TEXAS' Technician, its Local Operations Center ("LOC"), and CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.

3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops

3.1 SBC TEXAS is not in any way permitted to limit xDSL capable loops to the provision of ADSL.

3.2 SBC TEXAS will not impose limitations on the transmission speeds of xDSL services. SBC TEXAS will not restrict CLEC's services or technologies to a level at or below those provided by SBC TEXAS.

3.3 SBC TEXAS will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.

3.4 SBC TEXAS shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SBC TEXAS will provide CLEC with notice prior to seeking relief from the Commission under this Section.

3.5 In the event CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, CLEC will provide documentation describing that action to SBC TEXAS and the Commission before or at the time of their request to deploy that technology in Texas. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.6 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.7 Liability

3.7.1 Each Party, whether CLEC or SBC TEXAS, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SBC TEXAS facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.7.2 For any technology, CLEC's use of any SBC TEXAS network element, or of its own equipment or facilities in conjunction with any SBC TEXAS network element, will not materially interfere with or impair service over any facilities of SBC TEXAS, its affiliated companies or connecting and concurring carriers involved in SBC TEXAS services, cause damage to SBC TEXAS' plant, impair the privacy of any communications carried over SBC TEXAS' facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC 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. SBC TEXAS will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm. If SBC TEXAS does not believe CLEC has made the sufficient showing that it is not the cause of the harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SBC TEXAS must be supported with specific and verifiable supporting information. SBC TEXAS may not disconnect the elements or otherwise discontinue or refuse service during the pendency of any dispute resolution proceeding unless otherwise authorized to do so by the Commission.

3.8 Indemnification

3.8.1 Covered Claim: Each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, or claim for damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, or damage indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular

weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.

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

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 xDSL-Capable Loops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridge taps, or any other device that could diminish the capability of the loop or subloop to deliver xDSL service. However, removal of load coils, repeaters and/or excessive bridge taps on an existing loop is optional, subject to conditioning charges and will be performed by SBC TEXAS at CLEC's request as more specifically set forth in Section 6 below. Limitations cannot be placed on the length of xDSL loops. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-wire digital loop transmission facility which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop supporting ISDN are set forth in the Attachment UNE to this Agreement.) A portion of an IDSL Loop may be provisioned using digital fiber facilities and necessary digital electronics to provide service in certain situations. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridge taps**,** or any other device that could diminish the capability of the loop or subloop to deliver xDSL service. However, removal of load coils, repeaters and/or excessive bridge taps on an existing loop is optional and will be performed by SBC TEXAS at CLEC's request as more specifically set forth in Section 6 below. Limitations cannot be placed on the length of xDSL loops. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: See Attachment 6: UNE.

4.2 xDSL Subloop: An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridge taps (bridge taps in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridge taps on an existing subloop is optional, subject to conditioning charges and will be performed by SBC TEXAS at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this xDSL Subloop.

4.3 SBC TEXAS shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of CLEC as provided in Section 6 below.

4.4 SBC TEXAS will not impose limitations on the transmission speeds of xDSL services. SBC TEXAS will not restrict CLEC's services or technologies to a level at or below those provided by SBC TEXAS. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC shall at the time of ordering notify SBC TEXAS as to the type of PSD mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SBC TEXAS. Upon request by CLEC, SBC TEXAS should disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC TEXAS will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SBC TEXAS with a technical description of the technology (including power mask) for inventory purposes. SBC TEXAS will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of SBC TEXAS' retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 10.1 below.

4.5 In the event that SBC TEXAS rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SBC TEXAS will disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. SBC TEXAS will also file the reason for rejection with the Texas Public Utility Commission in Project No. 21696. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SBC TEXAS will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement. In the event that SBC TEXAS should reject CLEC's provision of an advanced service, SBC TEXAS will disclose to CLEC, upon request, the specific reason for denial within 48 hours for the rejection. SBC TEXAS will also disclose to CLEC**,** upon request, information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. If there is any dispute between the Parties with respect to this Section, SBC TEXAS will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.6 SBC TEXAS will not deny CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.6.1 Upon request by CLEC, SBC TEXAS will cooperate in the testing of new xDSL technologies, on a time and materials basis, or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation. Upon request by CLEC, SBC TEXAS will cooperate in the deployment of new xDSL technologies, subject to the terms and conditions of the BFR.

4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SBC TEXAS will provide a loop to support the new technology for CLEC as follows:

4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then SBC TEXAS will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed (pursuant to Section 6 below). SBC TEXAS' ordering procedures will remain substantially the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.

4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop, as defined in this Attachment, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards and/or requirements established during the Texas Commission's Section 271 proceeding, e.g., standards set by the Section 271 DSL Working Group; provided, however, CLEC can deploy technologies under Section 4.6 above for which applicable national standards have not been adopted.

4.8 If SBC TEXAS or another carrier claims that an CLEC service is significantly degrading the performance of other advanced services or traditional voice band services, then SBC TEXAS or that other carrier must notify CLEC and CLEC must cooperate with SBC TEXAS or other carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SBC TEXAS or another carrier demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.9 Each party must abide by Commission or FCC-approved spectrum management standards. SBC TEXAS shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.

4.10 SBC TEXAS shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

5.1 General: SBC TEXAS will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. CLEC will be given nondiscriminatory access to the same loop makeup information that SBC TEXAS is providing any other CLEC and/or SBC TEXAS or its advanced services affiliate. This includes any operations support systems containing loop make-up information provided by SBC TEXAS to SBC TEXAS' service representative and/or SBC TEXAS' advanced services affiliate to provision its own retail xDSL service.

5.2 SBC TEXAS shall provide actual, real-time loop makeup information to CLEC via the loop qualification process.

5.3 Loop Qualification: SBC TEXAS will provide access to its existing Datagate and EDI interfaces that will allow CLEC, as well as SBC TEXAS' retail operations or its advanced service affiliate, to have real-time electronic access as a preordering function to the loop makeup information**,** when such information is contained in SBC TEXAS' electronic databases. If CLEC elects to have SBC TEXAS provide actual loop makeup information through a manual process for information that is in SBC Texas' internal records but is not available electronically, then the interval will be 3 business days or the interval provided to SBC TEXAS' advanced services affiliate, whichever is less.

5.4 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridge taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridge taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SBC TEXAS also shall provide to CLEC any other loop makeup information listed on the individual loop record but not listed above.

5.5 Where SBC TEXAS has not compiled loop qualification information for itself, SBC TEXAS is not required to conduct a plant inventory and construct a database on behalf of requesting carriers**.** Not withstanding the above, when SBC TEXAS performs a manual loop qualification, SBC TEXAS will update the information in the appropriate mechanized provisioning system(s). If SBC TEXAS has manual access to this sort of information for itself, or any affiliate, SBC TEXAS will provide access to it to CLEC on a non-discriminatory basis. To the extent SBC TEXAS has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 SBC TEXAS will provide near real time, electronic access to its EDI and WebLEX systems needed for efficient provisioning of advanced services such as xDSL.

5.7 To the extent that SBC TEXAS develops new systems necessary for provisioning, of UNEs covered by this Attachment SBC TEXAS is required to make such functionality available to CLEC.

6.0 Provisioning

6.1 CLEC shall designate, at CLEC's sole option, what loop conditioning SBC TEXAS is to perform in provisioning the requested loop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridge taps, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule.

6.2 Regardless of whether conditioning is performed, the loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.

6.2.1 In so far as it is technically feasible, at CLEC's request, SBC TEXAS shall test and report troubles for all the features functions and capabilities of conditioned copper lines and may not restrict its testing to voice transmission only.

6.3 With respect to any CLEC request for loop conditioning, including to remove bridge taps on a loop under this Attachment, SBC TEXAS will remove any excessive bridge taps on the loop so that the loop is conditioned to meet applicable industry standards.

6.4 The provisioning and installation interval for an xDSL loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3-5 business days, or the provisioning and installation

interval applicable to SBC TEXAS' tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SBC TEXAS' tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is requested, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order for which conditioning is requested will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length.

6.5 Subsequent to the initial order for a xDSL loop or subloop, additional conditioning for the removal of excessive bridge taps, load coils, and/or repeaters, may be requested on such loop at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL loop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.6 CLEC, at its sole option, may request shielded cross-connects for central office wiring for 2-wire xDSL loops when used to provision ADSL at rates set forth in the Pricing Schedule.

6.7 Except as in the same manner as described in Section 4.4, 4.5 and 10.5, SBC TEXAS shall keep CLEC deployment information confidential from SBC TEXAS' retail operations, any SBC TEXAS affiliate, or any other CLEC.

7.0 Acceptance Testing

7.1 Should CLEC desire Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

7.2 Acceptance Testing Procedure:

7.2.1 Upon delivery of a loop to CLEC, SBC TEXAS' field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

7.2.1.1 Except for IDSL loops that are provisioned through repeaters or digital loop carriers, the SBC TEXAS field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

7.2.1.2 For IDSL loops that are provisioned through repeaters or digital loop carriers, the SBC TEXAS field technician will not perform a short or open circuit.

7.2.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL loops, CLEC will provide SBC TEXAS with a confirmation number and SBC TEXAS will complete the order. CLEC will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.

7.2.3 If the Acceptance Test fails loop continuity test parameters, as defined by this Attachment for xDSL loops, the LOC or field technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical

faults. If the problem cannot be resolved in an expedient manner, the SBC TEXAS technician will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC TEXAS will contact CLEC to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SBC TEXAS with a confirmation number and SBC TEXAS will complete the order. If CLEC does not send its confirmation number to SBC TEXAS, SBC TEXAS may close the order. SBC TEXAS will not complete an order that fails Acceptance Testing.

7.2.4 Until such time as CLEC and SBC TEXAS agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, CLEC will accept IDSL loops without testing the complete circuit. Consequently, SBC TEXAS agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of SBC TEXAS), SBC TEXAS will adjust CLEC's bill and refund the recurring charge of such a loop until SBC TEXAS has resolved the problem and closed the trouble ticket.

7.2.5 SBC TEXAS will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the SBC TEXAS LOC or field technician on hold for over ten (10) minutes. In that case, SBC TEXAS may close the order utilizing existing procedures. Except as otherwise provided in this Attachment, if no trouble ticket is opened on that loop within 24 hours, SBC TEXAS may bill and CLEC shall pay as if the Acceptance Test had been completed and the loop accepted. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SBC TEXAS error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SBC TEXAS will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SBC TEXAS to not meet loop continuity test parameters as defined herein, SBC TEXAS will not charge for any acceptance testing performed on the repair call.

7.2.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SBC TEXAS' error, SBC TEXAS will credit CLEC for any charge(s) previously assessed to CLEC for the test.

7.2.7 Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SBC TEXAS to expend additional time and expense.

7.3 Acceptance Testing Billing

7.3.1 CLEC will be billed for Acceptance Testing upon the effective date of this Attachment for loops that are installed correctly by the committed interval without the benefit of corrective action performed by SBC TEXAS due to acceptance testing. In particular, CLEC shall pay Maintenance of Service charges on a time and materials basis, in 30-minute increments, for the SBC TEXAS technician time involved, at the tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4; provided, however, the tariffed rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

8.0 Cooperative Testing

8.1 The charges for Cooperative Testing shall be the same as provided for in Section 7.3.1 above.. If requested by CLEC, Overtime or Premium time charges will apply for Cooperative Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price of the tariffed charges referenced above.

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8.3 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket. SBC TEXAS shall not perform or bill CLEC for Cooperative Testing unless CLEC affirmatively requests such testing.

8.4 If the trouble ticket was opened without a request for Cooperative Testing, and CLEC determines that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

8.5 Cooperative Testing Procedure:

8.5.1 The SBC TEXAS field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.5.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops, the technician will close out the trouble report and the LOC will bill and CLEC shall pay for the Cooperative Test as provided for in Section 7.3.1 above.

8.5.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Attachment for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact CLEC for another Cooperative Test.

8.5.4 SBC TEXAS will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC TEXAS may then close the trouble ticket, document the time and reason, and bill CLEC for ten (10) minutes of time, as provided for in Section 7.3.1 above.

9.0 Service Quality and Maintenance

9.1 SBC TEXAS will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SBC TEXAS beyond these parameters will be billed on a time and materials basis as provided for in Section 7.3.1 above**.**

9.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis at the tariffed rates referenced in Section 9.1 above. On loops where CLEC has requested that no conditioning be performed, SBC TEXAS' maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC TEXAS will verify continuity,

the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

9.3 For loops currently in service where trouble ticket resolution has identified that excessive bridge taps (bridge taps in excess of 2,500 feet), load coils and/or repeaters are on the loop and transferring to a new loop is a solution identified by SBC TEXAS to resolve the trouble ticket, SBC TEXAS, at its sole option, may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from CLEC on a loop currently in service and SBC TEXAS determines that an LST can be performed, the appropriate SBC Local Operations Center ("LOC") will contact CLEC to inform that an LST will be performed in lieu of CLEC's requested conditioning. In such cases that SBC TEXAS elects to perform an LST to resolve the identified trouble, CLEC will be billed and shall pay for such LST as outlined in the Pricing Schedule. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an SBC TEXAS network-related problem, CLEC will not be charged the LST rate or for SBC TEXAS' resolution of the trouble. If, however, the trouble is found to be a CPE or a non-SBC TEXAS network-related problem, then a Maintenance of Service and/or Time and Materials charge set forth in FCC Tariff No. 73, Section 13.4.4 will apply in addition to the LST charge. If a LST is performed, SBC TEXAS will use its best efforts to minimize any disruption in service.

9.4 Each xDSL-Capable Loop offering provided by SBC TEXAS to CLEC will be at least equal in quality and performance as that which SBC TEXAS provides to itself or to an affiliate.

10.0 Spectrum Management

10.1 CLEC will advise SBC TEXAS of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. CLEC, at its option and without further disclosure to SBC TEXAS, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL loop, CLEC will notify SBC TEXAS as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SBC TEXAS as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 SBC TEXAS shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SBC TEXAS may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SBC TEXAS may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SBC TEXAS will not impose restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SBC TEXAS will not deny requests for loops based on spectrum management issues.

10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SBC TEXAS, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in

conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SBC TEXAS will assign the local loop consistent with the agreed-to spectrum management standards.

10.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SBC TEXAS and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.5 In such case, SBC TEXAS will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by CLEC or by SBC TEXAS, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC TEXAS and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC TEXAS will, upon request from CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.

10.6 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SBC TEXAS and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SBC TEXAS and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11.0 Pricing

11.1 The rates applicable to xDSL Capable Loops and the associated charges are set forth in the Pricing Schedule to the Agreement.

11.1.1 When CLEC orders an xDSL loop, SBC TEXAS will make available for use on a nondiscriminatory basis loops that do not need conditioning. If no “clean loops” are available for use, and CLEC requests that SBC TEXAS perform conditioning, then the conditioning charges set forth in the Pricing Schedule shall apply. SBC TEXAS’ retail and/or advanced services affiliate shall not be given preferential access to clean loops, nor shall such clean loops be reserved exclusively for ADSL services.

11.1.2 The conditioning charges, set forth in the Pricing Schedule, are applicable to every xDSL loop greater than 12,000 feet in length in which CLEC requests the removal of excessive bridge taps, load coils, and/or repeaters.

11.2 The Parties further understand and agree that nothing in this Attachment shall foreclose and/or otherwise affect either Party’s rights to retroactive true-up for any interim rates for xDSL capable loops and associated offerings (e.g., loop qualification, loop conditioning, xDSL cross-connects, etc.), to which it may be entitled for the period prior to the effective date of this Agreement.

12.0 Performance Measures

12.1 Performance Measures, if any, applicable to provisions of this appendix are contained in Attachment 17: Performance Measures of this agreement.

13.0 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 25: APPENDIX LINE SHARING

1.0 INTRODUCTION

1.1 This Appendix sets forth terms and conditions under which SBC TEXAS will make available to CLEC the High Frequency Portion of the Loop (HFPL) for purposes of line sharing in accordance with the FCC's *Triennial Review Order*.[1] Line Sharing is defined as the process by which CLEC provides digital subscriber line service over the same copper loop over which SBC TEXAS is providing voice circuit switched (POTs) service**,** SBC TEXAS using the low frequency portion of the loop and CLEC using the HFPL. The HFPL consists of the frequency range on the copper loop above the range that carries analog circuit-switched voice transmission. Terms and conditions for line splitting are provided in Appendix UNE Line Splitting. In order to take advantage of this offer, CLEC must currently have an effective Texas Interconnection Agreement with appropriate rates, terms, and conditions for the ordering of xDSL loops. SBC TEXAS is not obligated to make available the HFPL as a UNE**;** provided, however, SBC TEXAS will continue to make the HFPL available subject to the transitional line sharing conditions set forth in Sections 3.1-3.4.

1.2 The prices at which SBC TEXAS agrees to provide CLEC with the HFPL and associated charges are contained in the Pricing Schedule.

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#1.2.2 Intentionally left blank.

#1.2.3 Intentionally left blank.

1.3 SBC TEXAS agrees to provide CLEC with access to the HFPL in accordance with the rates, terms and conditions referenced in this Appendix Line Sharing and the general terms and conditions applicable to xDSL under Attachment 25 of this Agreement, for CLEC to use in conjunction with xDSL technologies and equipment to provide xDSL services to its end user customers.

1.4 To the extent that any of the provisions set forth in this Appendix Line Sharing are subject to performance measure and/or remedies, those will be set forth in Attachment 17 of this Agreement. Nothing in this Appendix shall constitute a waiver by either Party of any positions it may have taken or will take in the Section 251/252 negotiations and subsequent arbitration proceeding(s), if any, or any other regulatory or judicial proceeding.

2.0 DEFINITIONS

2.1 Definitions as written in this Appendix Line Sharing shall apply, however if undefined, the definitions set forth in Attachment 25: DSL and Attachment 6: UNEs will apply to this Appendix**.**

2.2 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. Voice band frequency of the spectrum is generally 300 to 3000 Hertz (and possibly up to

[1] *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket No. 01-338*, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996,* CC Docket No. 96-98*, Deployment of Wireline Services Offering Advanced Telecommunications Capability,* CC Docket No. 98-147 (FCC 03-36), rel. August 21, 2004.

3400 Hertz). DSL technologies which operate at frequencies above 20,000 Hertz generally will not interfere with voice band transmission. In those instances where SBC TEXAS has deployed Digital Loop Carrier network architecture, in which the portion of the loop running from the SBC TEXAS central office to a remote terminal is on fiber facilities and a portion of the loop running from the remote terminal to the customer is on a copper loop facility, SBC TEXAS will make available access to the HFPL copper subloop pursuant to Attachment 6 UNE, Attachment 13: Collocation and the terms of this Appendix, as applicable. SBC TEXAS shall only make the HFPL available to CLEC in those instances where SBC TEXAS also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.3 "Loop" or "xDSL Loop" for purposes of this Appendix only shall refer to a 2-wire copper local loop transmission facility between a distribution frame (or its equivalent) in an SBC TEXAS central office and the loop demarcation point at an End-User premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based services over the HFPL.

2.4 A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.5 "Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3.0 AVAILABILITY OF HFPL FOR PURPOSES OF LINE SHARING

3.1 SBC TEXAS shall make available to CLEC (or its successor or assign) the HFPL for purposes of line sharing in accordance with Sections 3.2-3.4.

#3.2 Grandfathered Line Sharing Arrangements. SBC TEXAS must continue to provide access to the HFPL, where prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer. Subject to Section 1.2.1 – 1.2.3 above, such access to the HFPL shall be provided at the same monthly recurring rate that SBC TEXAS charged prior to October 2, 2003 and shall continue until the earlier of: CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason.

3.3 New Line Sharing Arrangements SBC TEXAS shall provide CLEC with access to the HFPL between October 2, 2003 and October 2, 2006, where CLEC begins/began providing xDSL service to a particular end-user customer on or after October 2, 2003, and on or before October 2, 2004.

3.3.1 With respect to any end-user customers that CLEC begins to provide xDSL service over the HFPL on or after October 2, 2003 and on or before October 3, 2004, SBC TEXAS' monthly recurring rates for the HFPL shall be as follows

3.3.1.1 For the period from October 2, 2003 through October 2, 2004 - 25% of the state-approved monthly recurring rate, or 25% of the monthly recurring rate set forth in SBC TEXAS' and CLEC's interconnection agreement, for access to a DSL-capable loop in effect on October 2, 2003;

3.3.1.2 For the period from October 3, 2004 through October 2, 2005 Year – 50% of the state approved monthly recurring rate, or 50% of the monthly recurring rate set forth in SBC TEXAS' and CLEC's interconnection agreement, for access to a DSL-capable loop in effect on October 2, 2003;

3.3.1.3 For the period from October 3, 2005 until October 2, 2006 - 75% of the state-approved monthly recurring rate, or 75% of the monthly recurring rate set forth in SBC TEXAS' and CLEC's interconnection agreement, for access to a DSL-capable.

3.4 Beginning October 2, 2006, SBC TEXAS shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any new end-user customers that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before October 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC TEXAS, or through an alternate arrangement, if any, that the Parties may negotiate.

4.0 GENERAL TERMS AND CONDITIONS RELATING TO LINE SHARING

4.1 CLEC may only purchase the HFPL from SBC TEXAS to provide xDSL-based service, and may only continue to provide xDSL-based service over such HFPL when SBC TEXAS is providing retail POTS analog voice service on the same loop to the same End-User.

4.2 SBC TEXAS will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment. For the purposes of this agreement, ADSL, RADSL, and G.Lite, are presumed acceptable. SBC TEXAS will not impose limitations on the transmission speeds of xDSL services; provided, however, SBC TEXAS does not guarantee transmission speeds, available bandwidth nor imply any service level. CLEC may only deploy xDSL technologies over the HFPL that do not cause significant degradation with analog voice band transmission.

4.3 SBC TEXAS shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment as defined by Attachment 25: DSL unless SBC TEXAS has demonstrated to the state commission in accordance with any applicable FCC order(s) that CLEC's deployment of the specific xDSL technology will significantly degrade the performance of other advanced services or traditional voice band services.

4.4 In the event CLEC wishes to introduce a technology on the HFPL that has been successfully deployed elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, CLEC will provide documentation describing that action to SBC TEXAS and the state commission before or at the time of its request to deploy such technology within SBC TEXAS**,** consistent with the requirements of Attachment 25: DSL, Section 3.5.

4.5 In the event CLEC wishes to introduce a non-standard xDSL technology, as the term is defined in Attachment 25: DSL, on the HFPL, this deployment will be in accordance with Attachment 25: DSL, Section 4.6.

4.6 Liability:

4.6.1 Where a CLEC or an ILEC claims that a deployed service is significantly degrading the performance of its advanced service or traditional voiceband services, that carrier must notify the deploying carrier and allow the deploying carrier a reasonable opportunity to correct the problem. Where the carrier whose services are being degraded does not know the precise cause of the degradation, it must notify each carrier that may have caused or contributed to the degradation.

(a) Where the degradation asserted remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the relevant state commission that a particular technology deployment is causing the significant degradation.

(b) Any claims of network harm presented to the deploying carrier(s) or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information.

(c) Where a carrier demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services before the relevant state commission, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

(d) Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under this Appendix, the degraded service shall not prevail against the newly-deployed technology.

4.7 Indemnification:

4.7.1 The Indemnification language set forth in Attachment 25: DSL shall apply to this Appendix. In addition, for purposes of this Appendix, the following provisions shall apply. To the extent there is any conflict between the indemnity provisions set forth herein and the indemnity provisions set forth in Attachment 25, the indemnity provisions set forth in this Appendix shall control for purposes of this Appendix.

4.7.2 Covered Claim: Each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee and Indemnitee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user, and/or any intrusive testing performed by the Indemnifying Party pursuant to Section 10.5 below.

4.7.3 In addition, for purposes of this Appendix, Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

4.7.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.6.2 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnitee's liability.

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

4.7.6 Dispute Resolution: Dispute Resolution for this Appendix shall be governed by the provisions contained in the underlying General Terms and Conditions of the interconnection agreement.

5.0 UNBUNDLED HFPL OFFERINGS

5.1 When SBC TEXAS is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the 2-wire xDSL loop requirements as defined in CLEC's Attachment 25: DSL. The CLEC will provide SBC TEXAS with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide SBC TEXAS with a technical description of the technology (including power mask) for inventory purposes. SBC TEXAS shall use PSD mask information solely for inventory purposes and compliance with applicable Federal and/or State requirements.

#5.2 In order to access the HFPL, CLEC has the option of collocating a DSLAM in SBC TEXAS' Remote Terminal ("RT") at the fiber/copper interface point, to obtain access to the HFPL of a copper distribution portion of an xDSL 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 SBC TEXAS' outside plant and the demarcation point at an End-User premise, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and pursuant to collocation provisions applicable to this Agreement. A technically feasible point of access is a point in the distribution portion of an xDSL Loop where an SBC TEXAS technician can access the copper wire within the cable without removing a splice case. The Parties will negotiate rates for this subloop upon the request of either Party and any disputes between the Parties as to such rate(s) shall be handled in accordance with the Dispute Resolution Procedures set forth elsewhere in the Agreement.

5.3 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

5.4 When SBC TEXAS traditional retail POTS services are disconnected and CLEC is providing xDSL-based services over the HFPL to the same End-User, SBC TEXAS will notify CLEC that the POTS service is being disconnected. CLEC will determine whether the service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone xDSL loop or disconnected. SBC TEXAS will not take any action until 3 business days after providing the notice to CLEC. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to the Pricing Schedule.

5.5 SBC TEXAS shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements.

5.6 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where

SBC TEXAS is not the retail POTS provider. However, nothing in this Section restricts the ability of CLEC to engage in line splitting, in accordance with Appendix UNE Line Splitting of this Agreement.

5.7 SBC TEXAS shall be under no obligation to provision the HFPL in any instance where physical facilities do not exist or where SBC TEXAS is not the existing retail provider of the traditional, analog voice service (POTS). However, nothing in this Section restricts the ability of CLEC to engage in line splitting, in accordance with Appendix UNE Line Splitting of this Agreement. This shall not apply where physical facilities exist, but conditioning is requested. In that event, CLEC will be given the opportunity to evaluate the parameters of the HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request, subject to Section 6.2 below. CLEC shall pay SBC TEXAS for any conditioning performed at its request, pursuant to Section 7.1 and the rates set forth in the Pricing Schedule.

5.8 For each HFPL, CLEC shall at the time of ordering, notify SBC TEXAS as to the PSD mask of the technology CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify SBC TEXAS. SBC TEXAS will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide SBC TEXAS with a technical description of the technology (including power mask) for inventory purposes.

5.9 In the event that SBC TEXAS should reject CLEC's provision of an advanced service, SBC TEXAS will disclose to CLEC, upon request, the specific reason for denial within 48 hours for the rejection. SBC TEXAS will also disclose to CLEC, upon request, information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

5.10 SBC TEXAS will not deny CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

5.11 SBC TEXAS shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, SBC TEXAS may publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

6.0 HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

6.1 Splitter ownership:

6.1.1 Option 1:CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in CLEC's collocation arrangement area (whether caged or cageless) consistent with SBC TEXAS' standard collocation practices and procedures. When virtually collocated, SBC TEXAS will install, provision and maintain splitters**,** subject to the Collocation tariff.

6.2 Splitter provisioning will use standard SBC TEXAS configuration cabling and wiring in SBC TEXAS locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC TEXAS Operations Support Systems ("OSS").

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

6.4 All splitter equipment must be compliant with applicable national standards**,** including but not limited to ANSI T1.413 and NEBS Level 1.

7.0 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

7.1 General: SBC TEXAS will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information as set forth in Attachment 25: DSL.

7.2 Where CLEC is seeking access to the HFPL and SBC TEXAS claims that conditioning that loop or subloop will significantly degrade the voiceband services that SBC TEXAS is currently providing over that loop or subloop, SBC TEXAS must either: (i) locate another copper loop or subloop that can be conditioned, migrate SBC TEXAS' voiceband service to that loop or subloop, and provide CLEC with access to the high frequency portion of that alternative loop or subloop; or (ii) if CLEC disputes SBC TEXAS' contention that the conditioning of that loop or subloop will significantly degrade the voiceband services, make a showing to the state commission that the original copper loop or subloop cannot be conditioned without significantly degrading voiceband services on that loop or subloop, and that there is no adjacent or alternative copper loop or copper subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

7.2.2 If, after evaluating SBC TEXAS' showing under Section 7.2.1 above, the state commission concludes that a copper loop or copper subloop cannot be conditioned without significantly degrading the voiceband service, SBC TEXAS cannot then or subsequently condition that loop or subloop to provide advanced services to its own customers without first making available to CLEC the high frequency portion of the newly conditioned loop or subloop.

8.0 PROVISIONING

8.1 Subject to Section 6.2 above, CLEC shall designate, at CLEC's sole option, what loop conditioning SBC TEXAS is to perform in provisioning the HFPL order. Subject to Section 6.2, conditioning may be ordered on any HFPL of any length at the loop conditioning rates set forth in the Pricing Schedule. The HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

8.2 The provisioning intervals are applicable to the HFPL regardless of the actual loop length.

8.2.1 The provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-24 loops per order or per end-user location, will be three (3) business days, or the provisioning and installation interval applicable to SBC TEXAS' or its affiliate's xDSL-based services, whichever is less.

8.2.2 For CLEC orders of 25 to 48 HFPLs per order or per end user customer location where no conditioning is requested, the provisioning and installation interval will be six (6) business days or as agreed upon by the parties.

8.2.3 For CLEC orders of 48 up to 99 HFPLs per order or per end user location where no conditioning is requested, the provisioning and installation interval will be seven (7) business days, or as agreed upon by the Parties.

8.2.4 For CLEC orders of more than 99 HFPLs per order or per end user location where no conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties. To the extent the Parties cannot agree on a provisioning interval, they have the right to seek dispute resolution under the terms of this Agreement.

8.2.5 The provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC TEXAS' or its affiliate's xDSL-based services where conditioning is required, whichever is less.

8.2.6 For CLEC order of more than 24 HFPLs per order or per end user location where conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties. To the extent the Parties cannot agree on a provisioning interval, they have the right to seek dispute resolution under the terms of this Agreement.

8.2.7 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Interconnection Agreement and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. Performance Measures, if any, applicable to the provisions of this appendix are contained in Attachment 17: Performance Measures of this Agreement.

8.2.8 The provisioning and installation interval for converting an existing HFPL to another carrier shall be three (3) business days.

8.3 CLEC, at its sole option, may request shielded cross-connects for central office wiring for use with the HFPL when used to provision ADSL over a HFPL provided for herein at the rates set forth in the Pricing Schedule.

8.3.1 When CLEC requests an HFPL on an existing SBC TEXAS POTS line, and the end customer is currently served over digital loop carrier ("DLC") or a loaded copper loop, SBC TEXAS will, as a part of the standard provisioning process, perform a Line-Station Transfer ("LST") to place the customer on a non-loaded copper loop, where such facilities are available.

#8.4 For HFPL orders, intervals are contingent upon CLEC's End-User's release of the voice grade circuit during normal working hours. In the event the loop over which the End-User is being provided xDSL-based service over the HFPL by CLEC should require conditioning during non-working hours, the due date may be adjusted consistent with the End-User's release of the voice grade circuit and CLEC shall pay Maintenance of Service on a time and material basis, in 30-minute increments, for the SBC TEXAS time involved, pursuant to the applicable, regional FCC tariffed rates referenced in Section 10.7 below; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price of the tariffed charges referenced above.

9.0 TESTING

9.1 When SBC TEXAS provides HFPL, continuity is generally assumed as SBC TEXAS retail POTS service is operating at the time of the order. Generally, SBC TEXAS would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, SBC TEXAS will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

9.2 Line Sharing Turn-Up Testing Procedures:

9.2.1 The Line Sharing Turn-Up Test will be performed only HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by SBC TEXAS' central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office. Detailed procedures for the Line Sharing Turn-Up Test are available in the CLEC Handbook located at SBC's CLEC OnLine website.

9.2.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

9.3 SBC TEXAS will keep all line-shared orders open until all provision problems are resolved and CLEC has accepted the loop.

10.0 MAINTENANCE /SERVICE ASSURANCE

#10.1 Maintenance: SBC TEXAS will not guarantee that the local loop(s) ordered will perform as desired by CLEC for the HFPL, or other advanced services, but will assure basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SBC TEXAS beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates as referenced in Section 10.7 below. On loops where CLEC has requested that no conditioning be performed during the provisioning phase, SBC TEXAS' maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request during the provisioning phase, SBC TEXAS will verify, in the maintenance phase, continuity, the completion of all conditioning requested by CLEC during the provisioning phase that is available under this Appendix, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. Any agreed to maintenance beyond these parameters will be provided on a time and material basis as referenced in Section 10.7 below.

10.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SBC TEXAS shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, SBC TEXAS shall attempt to notify the end user and CLEC for permission any time SBC TEXAS repair effort has the potential of affecting service on the broadband portion of the loop. SBC TEXAS may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval.

#10.3 SBC TEXAS will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals SBC TEXAS provides its advanced services affiliates for the HFPL. If SBC TEXAS isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused

by CLEC data equipment or splitter, SBC TEXAS will attempt to notify CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble. Either Party may offer the end user the option of restoring the POTs service if the end user is not satisfied with the repair interval provided by CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or SBC TEXAS, the contacted Party will notify the other and provide contact names prior to SBC TEXAS cutting around the POTS Splitter/DSLAM equipment to restore POTS. When CLEC resolves the trouble condition in its equipment, CLEC will contact SBC TEXAS to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in CLEC equipment, SBC TEXAS will charge CLEC upon closing the trouble ticket at the tariffed rates referenced in Section 10.7 below.

#10.4 Maintenance, other than assuring loop continuity and balance on loops greater than 12,000 feet for which CLEC did not request conditioning or for which it only requested partial conditioning during the loop provisioning phase, will only be provided on a time and material basis at the tariffed rates referenced in Section 10.7 below. On loops where CLEC has requested recommended conditioning not be performed during the provisioning phase, SBC TEXAS' maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request during the provisioning phase, SBC TEXAS will verify continuing, the completion of all requested conditioning that was requested by CLEC during the provisioning phase, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. Any agreed to maintenance beyond these parameters will be at the tariffed rates referenced in Section 10.7 below.

10.5 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). Prior to CLEC utilizing MLT intrusive test scripts, CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on CLEC's trouble documentation for non-mechanized tests.

10.6 CLEC shall not rearrange or modify the retail-POTS within its equipment in any way beyond the original HFPL service without coordination with SBC TEXAS.

#10.7 The applicable, regional tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4 shall apply when CLEC is required to pay Maintenance of Service charges, on a time and material basis, in 30-minute increments as set forth hereinabove; provided, however, the rates referenced in this Section shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

11.0 SPECTRUM MANAGEMENT

11.1 Spectrum management for HFPL shall be provided under the same terms and conditions as set forth in Attachment 25 of the Agreement.

12.0 RESERVATION OF RIGHTS/INTERVENING LAW

12.1 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.

APPENDIX UNE LINE SPLITTING

This Appendix to Attachment 25: DSL contains provisions concerning line splitting.

1.0 INTRODUCTION

1.1 SBC TEXAS will make available xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order.* SBC TEXAS shall support CLEC's ability to engage in UNE Line Splitting activities as described herein.

1.2 This Appendix is also subject to Appendix UNE and the other provisions of this Agreement.

2.0 DEFINITIONS

2.1 Authorized Advanced Services Provider -- A CLEC, certified in Texas, with whom CLEC has a relationship to provide xDSL-based services in a UNE Line Splitting arrangement (see Section 2.2 below) over a 2-wire xDSL UNE loop leased by CLEC from SBC TEXAS.

2.2 "Line Splitting" – for purposes of this Appendix**,** is generally defined as the process in which one CLEC provides narrow band voice service over the low frequency portion of a 2-wire xDSL loop and a second CLEC provides xDSL-based service over the high frequency portion of the same 2-wire xDSL UNE loop**,** where the 2-wire xDSL loop is leased by CLEC from SBC TEXAS**.** CLEC may provide the voice switching using its own facilities over the low frequency or**,** if and as available under the Agreement, by using SBC TEXAS UNE local circuit switching. Nothing herein shall preclude CLEC from providing voice and data over a 2-wire xDSL loop purchased by CLEC from SBC TEXAS.

2.2.1 UNE Line Splitting involving 2-wire xDSL loop and Unbundled Local Circuit Switching with Unbundled Shared Transport leased by CLEC from SBC TEXAS ("UNE Line Splitting"): For purposes of this Appendix, UNE Line Splitting is generally defined as those instances where CLEC provides the voice portion of a Line Splitting arrangement (as described in Section 2.2 above) using an unbundled local circuit switching port with unbundled shared transport leased by CLEC from SBC TEXAS, if and as available under this Agreement. In such cases, CLEC leases an unbundled local circuit switching port with unbundled shared transport and the entire UNE 2-wire xDSL loop from SBC TEXAS, and SBC TEXAS will perform operational activities necessary to provide access to these UNEs in a manner that enables CLEC (in conjunction with an authorized Advanced Services Provider) to engage in UNE Line Splitting over the 2-wire x DSL UNE loop.

2.3 For the purpose of this Appendix the term "xDSL" is as defined in Attachment 25: DSL.

2.4 The PSD masks are defined in Attachment 25: DSL.

2.5 For the purposes of this Appendix the term "a splitter" is defined as "a passive device within the SBC TEXAS central office used to separate the voice and data on a standard copper xDSL capable loop" for purposes of line splitting. Nothing in this Appendix and/or Agreement shall obligate SBC TEXAS to make available and/or provide a splitter.

2.6 For the purpose of this Appendix the term "2-Wire xDSL capable Loop" is as defined in Attachment 25: DSL.

2.7 For the purpose of this Appendix the term "ULS-ST Port" is as defined in Attachment 6: UNE.

3.0 GENERAL REQUIREMENTS

3.1 SBC TEXAS agrees to provide CLEC with access to UNEs (including the 2-wire xDSL loop offering and the unbundled local circuit switching port with unbundled shared transport, if and as available under this Agreement), pursuant to Attachment 25: DSL, and Attachment 6: UNE and other applicable terms and conditions under this Agreement in accordance with the FCC's Triennial Review Order, in a manner that allows CLEC to engage in UNE Line Splitting as described in Section 2.2 above.

3.1.1 Intentionally left blank.

3.1.2 Where the existing loop facility allows, CLEC shall have the ability to convert existing CLEC UNE-P voice customers (if and where UNE-P is available under this Agreement) to (1) an arrangement supporting a UNE Line Splitting arrangement or (2) a 2-wire xDSL loop with Local Number Portability.

3.1.3 At CLEC's option, in lieu of a conversion, CLEC shall have the ability to order a new xDSL loop for purposes of UNE Line Splitting.

3.2 Only 2-wire xDSL loops (as described in Attachment 25: DSL) are eligible for UNE Line Splitting. In addition, if CLEC is providing voice service over the loop through the use of SBC TEXAS' unbundled local circuit switching and unbundled shared transport elements (if and as available under this Agreement), the following conditions must also apply for the duration of the Line Splitting arrangement: (i) the customer's dial tone must originate from an SBC TEXAS End Office Switch in the Wire Center where the arrangement is being requested; and (ii**)** the xDSL technology attached to the loop by CLEC must not result in any proven and significant degradation of retail local voice service provided over the same loop facility; and (iii) CLEC must not request the removal of load coils for any 2-wire xDSL loop used in a UNE Line Splitting arrangement.

3.3 Whenever CLEC purchases a 2-wire xDSL loop, CLEC shall control the entire loop spectrum.

3.4 SBC TEXAS will make all necessary network modifications including providing non-discriminatory access to operational support systems necessary for preordering, ordering, provisioning, maintenance and repair, and billing for UNEs used in a Line Splitting arrangement. This support will be consistent with the support provided to SBC TEXAS and SBC TEXAS' affiliates in Texas providing advanced services.

3.5 Intentionally left blank.

3.6 Intentionally left blank.

3.7 When CLEC engages in UNE Line Splitting, CLEC is combining SBC TEXAS provided UNEs with a CLEC- or AASP-provided splitter to create its own platform (as differentiated from the combination of UNEs-only provided by SBC TEXAS described as a UNE-P or UNE-Platform, if and as available, in this Agreement). The unbundled network elements in a UNE Line Splitting arrangement continue to be treated and inventoried by SBC TEXAS as stand-alone UNEs that are terminated to CLEC's (or an Authorized Advanced Services Provider's) collocation arrangement. When converting to a UNE Line Splitting arrangement from an existing UNE-P arrangement (if and as available under this Agreement), SBC TEXAS will attempt to reuse loop facilities unless the existing loop is not xDSL-capable. When converting to a UNE-Line Splitting arrangement from an existing line sharing arrangement (as described in Appendix Line Sharing), SBC TEXAS will reuse the existing loop facility.

3.8 SBC TEXAS will provide OSS support as described in Attachment 27, for UNEs used in a Line Splitting arrangement.

3.9 To determine whether a loop facility is xDSL capable, CLEC may utilize the loop make-up information process described in Attachment 25.

3.10 SBC TEXAS offers procedures to allow CLEC (either solely or through an Authorized Advanced Services Provider) to order UNEs for a UNE Line Splitting arrangement. CLEC is responsible for developing any necessary interfaces between itself and any Authorized Advanced Service Providers.

3.11 Intentionally left blank.

3.12 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE. If a request involves multiple activities that must be completed on the same day, the due date interval for the activity with the longest due date interval will apply. In no event shall the interval offered to CLEC, for UNEs provided for the purposes of UNE Line Splitting, or record changes, be longer than the interval offered to SBC TEXAS' retail operations, any affiliate of SBC TEXAS, or any SBC TEXAS affiliate providing advanced services or any non-affiliated CLEC carrier.

3.13 Intentionally left blank.

3.14 When services in the high frequency spectrum of a Loop are deleted, upon CLEC's request, SBC TEXAS will return the customer to voice only service using a UNE-P configuration (if and as available under this Agreement), and no adverse impact to the customer's existing voice service shall occur, unless the order submitted to the SBC TEXAS specifies a change. The provisioning procedure employed by SBC TEXAS shall reuse the facilities (unless CLEC requests a new facility), and shall not result in the loss of the customer's working telephone number, or require modifications to the 911 information, Line Information Data Base information, activated features on the switch, directory listings or directory assistance database listings, unless the service order indicates a change is necessary. The parties acknowledge that a brief service interruption for a POTS line may occur, but any such interruption shall not exceed that which occurs when SBC TEXAS reconfigures one of its own POTS lines to from a Line Sharing configuration to voice only service for itself or another carrier. The Parties agree to use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting.

3.15 Upon CLEC's request, SBC TEXAS shall convert, a CLEC UNE Platform combination, if and as available in this Agreement, provided by SBC TEXAS to UNEs that may be used in a UNE Line Splitting arrangement or a line sharing arrangement to UNEs that may be used in a UNE Line Splitting arrangement when CLEC or its Authorized Advanced Services Provider provides a splitter and DSLAM in its collocation space. CLEC or its Authorized Advanced Services Provider shall make all cross-connections within its collocation space. SBC TEXAS shall be responsible for connecting the 2-wire xDSL loop to the CFA specified by CLEC (or by CLEC through an Authorized Advanced Services Provider). SBC TEXAS shall also connect the unbundled local circuit switching element to the CFA specified by CLEC (or by CLEC through an Authorized Advanced Services Provider).

3.16 Two cross connects are required when CLEC engages in UNE Line Splitting utilizing unbundled local circuit switching port with shared transport (if and as available under this Agreement) (one cross connect for the unbundled local circuit switching port and one for the 2-wire xDSL loop). This is the same number of cross connects as that required when a CLEC (including SBC TEXAS' advanced service affiliate) engages in line sharing using a CLEC-owned collocated splitter as described in Appendix Line Sharing.

3.17 SBC TEXAS will make available, and CLEC will follow, the standard trouble reporting practices for each individual UNE when such UNE is used in a UNE Line Splitting arrangement.

3.18 SBC TEXAS will be responsible for maintaining and repairing all unbundled network elements provided to CLEC for purposes of line splitting**.** CLEC is responsible for assuring that any UNEs it chooses to utilize in a UNE Line Splitting arrangement are combined in a manner that allows the UNEs to operate in an integrated fashion, subject to the provisions in this Agreement. Before SBC TEXAS initiates any activity on a loop facility that may cause an extended disruption of CLEC's end user's voice and/or data service, SBC TEXAS shall first make a good faith effort to notify of the possibility of a service disruption. SBC TEXAS shall provide a two (2) hour period of time for CLEC to respond to prevent adverse impacts to the retail customer.

3.19 Wholesale billing procedures and usage records (if applicable) for UNEs used in a UNE Line Splitting arrangement will be provided based upon the standard practices which apply to the specific UNEs provided.

3.20 Performance Measures, if any, applicable to provisions of this appendix, are contained in Attachment 17: Performance Measures of this Agreement.

4.0 AUTHORIZED ADVANCED SERVICES PARTNERING ARRANGEMENT

4.1 Authorized Advanced Service Providers (AASPs) - CLEC may utilize one or more CLECs as an Authorized Advanced Service Provider, as defined in Section 2.1 above, to add, change or delete UNE Line Splitting capabilities on an xDSL-capable UNE Loop employed or ordered by CLEC. The orders issued by AASPs must comply with Attachment 27: OSS Section 7.9.6.

4.2 Liability and indemnification for unauthorized use of SBC's OSS is addressed in Attachment 27:OSS.

5.0 ADVANCED SERVICES EQUIPMENT DEPLOYMENT

5.1 Where CLEC has purchased a 2-wire xDSL UNE loop, CLEC may provide its own splitter either directly or by utilizing a CLEC Authorized Advanced Services Provider. Any splitter, regardless of the means of deployment, shall be compliant with all industry standards, including but not limited to, ANSI T1.413-1998 Annex E and NEBS safety standards.

5.2 Cross connect options for xDSL loops are available under the terms of Attachment 25: DSL.

5.3 If connections to a collocation arrangement must be established or modified, then CLEC (or CLEC through an Authorized Advanced Services Provider) will provide the connecting facility assignment (CFA) information appropriate to making such connections or modifications.

6.0 DISPUTES

6.1 All disputes arising under this Appendix shall be resolved according to the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

7.0 PRE-ORDERING

7.1 SBC TEXAS shall provide loop qualification information under the terms of CLEC's Attachment 25, DSL.

8.0 ORDERING

8.1 The Parties agree to use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting. Subject to the terms and conditions arising from the CLEC Line Splitting Collaborative meetings and the CMP pursuant to the foregoing, SBC TEXAS offers ordering procedures that support UNE Line Splitting. Such procedures shall be at parity with UNE Line Splitting procedures offered to SBC TEXAS' affiliates ordering UNEs to provide UNE Line Splitting. CLEC, at its option, may identify one or more of its Authorized Advanced Service Providers to submit orders on CLEC's behalf, for the purpose of adding, changing or removing capabilities to deliver service for 2-wire xDSL**-**capable loop purchased by CLEC. SBC TEXAS will provide appropriate documentation including the order format and business rules required to order the following scenarios outlined in Section 8 of this appendix, if and as available under this Agreement:

8.1.1 Where SBC TEXAS is line sharing with a CLEC Authorized Advanced Service Provider that is providing its own splitter (as described in the Line Sharing Appendix), conversion to UNEs supporting UNE Line Splitting while leaving the existing loop facilities in place.

8.1.2 For all other line sharing arrangements where SBC TEXAS is line sharing with a data CLEC, conversion to UNEs supporting UNE Line Splitting and termination of the UNEs to new CLEC designated CFA locations serving either a CLEC collocation arrangement or the collocation arrangement of a CLEC Authorized Advanced Service Provider.

8.1.3 Intentionally left blank.

8.1.4 CLEC may issue a single LSR to migrate an existing UNE-P, if and as available under this Agreement, to a line-splitting arrangement. For purposes of this Appendix, single LSR means that CLEC will have the ability and SBC TEXAS shall provide the requisite OSS capability and support to convert an existing UNE-P customer to the UNEs (xDSL capable loop and UNE switch port if and as available in this Agreement) utilized in a line splitting arrangement using a single LSR. Via this process, CLEC will not be required to submit more than one LSR (other than supplemental LSRs to clear errors or make changes to the initial LSR or to condition the facility as provided in SBC TEXAS' documented procedures) and will not be required to submit any number of "related" or sequentially staged LSRs to effect the conversion.

8.1.5 Change the CLEC designated CFA for any UNE used in a Line Splitting arrangement**.**

9.0 PROVISIONING

9.1 SBC TEXAS provisioning activities associated with offering UNEs to CLEC to be used in a UNE Line Splitting arrangement shall not cause a greater degree of service degradation than SBC TEXAS**'** advanced services affiliate experiences when it engages in UNE Line Splitting. SBC TEXAS provisioning activities associated with converting an existing UNE-P (if and as available under this Agreement) to UNEs that may be used in a UNE Line Splitting arrangement shall not introduce a greater degree of service interruption or degradation than experienced when SBC TEXAS initially provisions the HFPL (as described in the Line Sharing appendix) on an SBC TEXAS retail POTS service.

9.2 For any procedure in Section 8 above not currently available, CLEC and SBC TEXAS shall negotiate and implement mutually agreeable provisioning procedures in accordance with the CMP.

10.0 MAINTENANCE

10.1 SBC TEXAS will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a line splitting arrangement in accordance with the provisions contained elsewhere in this agreement for that UNE.

11.0 BILLING

11.1 Any chargeable activities initiated by CLEC (or by CLEC through a CLEC Authorized Advanced Services Provider), shall be billed by SBC TEXAS to CLEC per the terms of this Agreement.

12.0 RESERVATION OF RIGHTS

12.1 The parties acknowledge and agree that the intervening law language set forth in Section 3.0 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

ATTACHMENT 27:
OPERATIONS SUPPORT SYSTEMS (OSS)

1. INTRODUCTION

1.1 This Attachment sets forth terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

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

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

2.1 "LSC" means the Local Service Center (LSC) for SBC-12STATE and the Local Exchange Carrier Center (LECC) for SBC CONNECTICUT.

2.2 "LOC" means the Local Operations Center (LOC) for SBC-13STATE

2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for SBC-13STATE.

2.4 "ISCC" means the Information Services Call Center that is the single point of contact for all OSS access problems for SBC-13STATE.

3. GENERAL CONDITIONS

3.1 For Resale services, UNEs (including local loops used to provide Telecommunications Service to more than one CLEC Customer via a CLEC supplied radio port), LNP and interconnection trunk orders not supported via an electronic interface for the preorder, ordering and provisioning processes, SBC-13STATE and CLEC will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will offer electronic access to CLEC within the specific region that the OSS is made available. In addition to the electronic Interfaces, SBC-13STATE shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via SBC-13STATE's LSC or LECC, and for repair and maintenance functions through SBC-13STATE's LOC. CLEC shall use electronic interfaces for OSS unless the electronic interfaces are temporarily unavailable or where a given order cannot be processed electronically or where CLEC provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that CLEC has elected to submit via manual processes to electronic processes within 12 months. Should CLEC use manual processes, CLEC shall pay any State Commission-approved additional charges associated with these manual processes.

3.2 When SBC-13STATE introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.10 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless SBC-13STATE believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, SBC-13STATE shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

3.2.1 If the Parties have reached agreement on any necessary amendment, and have filed the amendment for Commission approval, but the amendment is not yet effective, then the Parties may agree to implement the amendment rates, terms, and conditions upon making available the OSS to CLEC. If, for any reason, the Parties are unable to reach agreement on the amendment rates, terms, or conditions, in time for the amendment to become effective (under state Commission rules) on or before the date that the new interface is scheduled to be available for use by CLECs, then, at CLEC's option, CLEC may agree to SBC-13STATE 's proposed amendment rates, terms, and conditions on an interim basis with a retroactive true-up to the effective date of such interim amendment based upon the final amendment that subsequently becomes effective between the Parties.

3.2.2 SBC-13STATE shall use its good faith reasonable efforts to propose the essential terms and conditions as soon as such terms and conditions are defined, with a target of three (3) months prior to the scheduled release date for the new interface.

3.3 When SBC-13STATE retires Interfaces in accordance with the Change Management Process referenced in Section 3.10 below, those Interfaces will be deemed automatically deleted from this Attachment.

3.4 Proper Use of OSS interfaces:

3.4.1 For SBC-13STATE, CLEC agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, UNEs, local number portability and interconnection trunk orders from SBC-13STATE pursuant to this Agreement and applicable tariffs. Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Agreement, with the exception of disputes related to the improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines.

3.4.2 In the event SBC-13STATE has good cause to believe that CLEC has used SBC-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, SBC-13STATE shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to SBC-13STATE's Notice of Misuse, which shall be provided to SBC-13STATE within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with SBC-13STATE's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.4.3 Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to SBC-13STATE's OSS shall be governed by Section 7.6.3 of the General Terms and Conditions of the Agreement.

3.4.4 In the event CLEC does not agree that CLEC's use of SBC-13STATE's OSS is inconsistent with this Agreement or Applicable Law as alleged by SBC-13STATE, then the Parties agree to the following steps:

3.4.4.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse. SBC may invoke the dispute resolution process in Section 9 (General Terms and Conditions) to devise such remedy.

3.4.4.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

3.5 Upon notice and good cause shown, SBC-13STATE shall have the right to conduct an audit of CLEC's use of the SBC-13STATE OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the SBC-13STATE OSS is justified under the circumstances that exist at the time SBC-13STATE elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC-13STATE's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE, or any SBC affiliate.

3.6 OSS Access to CPNI

3.6.1 Within SBC-13STATE regions, CLEC's access to pre-order functions described in Sections 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user in accordance with applicable law.

3.6.2 This Section applies to SBC CALIFORNIA ONLY. For residence end users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of SBC CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become local service provider of the end user. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and

implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless SBC CALIFORNIA against any claim made by a residence end user or governmental entity against SBC CALIFORNIA or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this Section.

3.6.3 Throughout SBC-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

3.7 SBC-13STATE will provide CLEC with access to the Interfaces during the hours of operation posted in the Handbook on the CLEC Online Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

3.8 SBC-13STATE shall provide support for the Interfaces described in this Attachment. In accordance with the SBC-13STATE Change Management Process, CLEC will provide a single point of contact for issues related to the Interfaces. This point of interface is known as the CMP SPOC. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. SBC-13STATE shall list the business days and hours for each call center in SBC-13STATE's CLEC Handbook (CLEC Online website) and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

(I) ISCC: 7 days per week, 24 hours per day.

(II) LSC, LECC, MCPSC: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable time zone)

(III) LOC– Maintenance: 7 days per week, 24 hours per day
(IV) LOC– Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable time zone)

3.8.1 The Parties shall ensure adequate coverage in its service centers during these minimum hours.

3.9 SBC-13STATE and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

3.10 The Parties will follow the final adopted guidelines of Change Management as may be modified from time to time in accordance with the Change Management principles. Those guidelines (or any successor), as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.

3.10.1 When any changes to OSS interfaces or ordering processes are requested by CLEC in any venue that has the potential to impact the SBC OSS interfaces and/or ordering processes, SBC will entertain any such request of CLEC and will process such request through the CMP process in order to notify the CLEC community. SBC's processing of CLEC requests through the CMP process in no way limits CLEC's right to seek remedies before regulatory bodies or in the legal arena.

3.11 CLEC is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions as specified in Sections 10 and 11 of this Attachment.

3.12 For all SBC states, the performance measures and remedy plans applicable to the OSS interfaces shall be as agreed between the parties in the relevant state-specific interconnection agreements, if any.

3.13 SBC-13 STATE will recognize CLEC as the customer of record for CLEC's local exchange line subscribers for all services ordered by CLEC under this agreement and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, CLEC shall be the single point of contact for all CLEC end users as to the services for which CLEC is the authorized service provider. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.

3.14 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing the end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. If an end user initiates a challenge to a change in its local exchange service provider, or if otherwise required by law or a regulatory authority, the Parties shall cooperate in providing each other information about the end user's authorization for the change.

3.15 For ease of administration, this multi-state Attachment contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Attachment contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Attachment is submitted for approval under Section 252(e) of the Act. State-specific terms have been negotiated by the Parties only as to the states where this Attachment has been executed, filed and approved. When the parties negotiate an OSS Attachment for an additional state, neither Party shall be precluded by any language in this Attachment from negotiating state-specific terms for the state in which they are to apply.

4. PRE-ORDERING

4.1 SBC-13STATE will provide real time electronic access to pre-order functions to support CLEC's orders. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. SBC-13STATE will make the following pre-order functions available to CLEC:

4.2 Pre-ordering functions for Resale Services and UNEs include:

4.2.1 Feature/Service Availability:

4.2.1.1 Feature Inquiry provides SBC-13STATE with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides SBC-13STATE Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry:
Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after CLEC or its representatives have obtained an authorization for release of CPNI from the end user in accordance with applicable law. Such End User authorization for release of CPNI shall comply with conditions as described in Section 3.6 of this Attachment.

4.2.3 Telephone Number Inquiry:
SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

4.2.4 Scheduling Inquiry/Availability:

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry: SBC-13STATE provides address validation function.

4.3 The following are Pre-Order functions specific to UNEs:

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry:
SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry:
Provided in SBC-13STATE provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry:
Provided in SBC-13STATE provides CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry:
Provided in SBC-13STATE provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions:

4.4.1 Resale and UNE, and LNP Pre-order Interface Availability

4.4.1.1 The industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-13STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own systems.

4.4.1.2 Enhanced VeriGate is a 13-state uniform pre-order GUI interface developed by SBC-12STATE that provides access to the pre-ordering functions. Enhanced VeriGate is accessible via the Web-Toolbar.

4.4.1.3 Consumer Easy Access Sales Environment (C-EASE):C-EASE is an ordering entry system through which SBC-SOUTHWEST REGION 5-STATE provides CLEC access to the functions of pre-ordering to order SBC-SOUTHWEST REGION 5-STATE residential Resale services.

4.4.1.4 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC-SOUTHWEST REGION 5-STATE provides CLEC access to the functions of pre-ordering to order SBC-SOUTHWEST REGION 5-STATE business Resale services.

4.4.1.5 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order SBC-SOUTHWEST REGION 5-STATE and SBC CALIFORNIA Resale service.

4.5 Other Pre-order Function Availability:

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

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, and in accordance with SBC's Uniform and Enhanced OSS Plan of Record (POR), SBC-13STATE will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI (Enhanced Verigate) and CLEC Online. Data Validation files will be updated no less than monthly.

Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

- SAG (Street Address Guide)
- Feature/Service Availability by Switch
- Directory Names
- Class of Service Codes

- USOC (Universal Service Order Codes)/FID (feature identification detail)
- Community Names
- Yellow Page Headings
- PIC/LPIC (InterLATA/IntraLATA)
- Alternate Community Names (SBC CALIFORNIA and SBC NEVADA only**)**

5. ORDERING/PROVISIONING

5.1 SBC-13STATE provides access to ordering functions via one or more electronic interfaces pursuant to Section 3.1. CLEC will format the service request to identify what features, services, or elements it wishes SBC-13STATE to provision in accordance with applicable SBC-13STATE ordering requirements, (where currently available) and/or other ordering requirements which have been mutually agreed, and will be implemented pursuant to Section 3.10 (Change Management) of this Article.

5.2 SBC-13STATE will provide CLEC access to one or more of the following systems or interfaces:

5.3 Service Order Request And Provisioning System Availability:

5.3.1 In SBC-SOUTHWEST REGION 5-STATE, C-EASE is available for the ordering of consumer Resale services.

5.3.2 In SBC-SOUTHWEST REGION 5-STATE, B-EASE is available for the ordering of business Resale services.

5.3.3 In SBC-SOUTHWEST REGION 5-STATE, a file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.

5.3.4 In SBC-SOUTHWEST REGION 5-STATE, SORD interface provides CLEC with the ability to create simple and complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Web Local Exchange (WebLEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders in SBC-SOUTHWEST REGION 5-STATE, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

5.3.5 As detailed in Sections 5.3.4, 5.4, 6.6.1, 5.6.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.5.1 Errors occurring between order generation and distribution must be corrected within five (5) hours for a simple order and within twenty-four (24) hours for a complex order;

5.3.5.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.5.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Attachment 17 (Performance Measures) as applicable if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.5.

5.3.5.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC-SOUTHWEST REGION 5-STATE issued FOC.

5.4 In SBC CALIFORNIA, SORD system supports the ordering of all Resale Services in SBC-7STATES. If CLEC chooses to use SORD to issue orders in SBC CALIFORNIA, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

5.5 SBC-13STATE makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the Ordering and Billing Forum (OBF) and via EDI mapping as defined by Telecommunications Industry Forum (TCIF). In ordering and provisioning of Resale and UNE, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Local Service Ordering Requirements (LSOR). In ordering and provisioning UNE, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process. When a Local Loop is used to provide Telecommunications Service to more than one CLEC Customer via a CLEC supplied radio port, the LSR process will still be used.

5.6 For SBC SOUTHWEST REGION 5-STATE and SBC CALIFORNIA regions, SORD interface provides CLECs with the ability to create simple and certain complex UNE orders that cannot be initiated through EASE, EDI or WebLEX.

5.6.1 For SBC-SOUTHWEST REGION 5-STATE, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating

service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

5.6.2 In SBC CALIFORNIA region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. CLEC shall respond timely to the LSC with correct information regarding orders submitted to SORD in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

5.7 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC will utilize SBC's ordering requirements which are based on industry ASR guidelines developed by OBF. SBC-13STATE support the ordering of Unbundled Dedicated Transport and local interconnection trunks for purposes of this Agreement via an ASR. These ASRs may be transmitted to SBC-13STATE via NDM Direct Connect, SBC Access Ordering website or SBC approved method of transmission. . Extended Enhanced Loops/Links (EELs) (also known as Multi-Serving Wire Centers) shall be ordered via the procedures set forth on the CLEC Online website, consistent with the Uniform Plan of Record.

5.8 For SBC-13STATE, WebLEX is the uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services, UNEs, and Local Number Portability. WebLEX is accessible via a Web Toolbar.

6. ADDITIONAL TERMS FOR PROVISIONING

6.1 Provisioning for Resale Services and UNEs in SBC-13STATE:

6.1.1 When CLEC places an electronic order via SBC EDI ordering system as prescribed by the LSOR, SBC 13-STATE will provide CLEC with a functional acknowledgement in the form of a "997" notice. The functional acknowledgement will follow the TCIF industry standard format.

6.1.2 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and WebLEX) or the ASR-based ordering system as described in Section 5.7 above, SBC-13 STATE will provide CLEC with an electronic confirmation notice (also known as a firm order confirmation ("FOC")). The confirmation notice will follow industry-standard formats and contain the SBC-13 STATE confirmed due date for order completion. ("Due Date"). Upon completion of an LSR, SBC-13 STATE will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed (also known as a service order completion ("SOC")). In addition, SBC will provide a loss notification and a post to bill notification, as discussed in the Uniform Plan of Record and defined in the SBC-13STATE LSOR.

6.1.2.1 Loss Notification - This response will be provided to the CLEC when an end user changes from one CLEC to another CLEC. It alerts the losing CLEC that a change requested by another CLEC has been completed and the end user is no longer theirs. This notification utilizes the 836 transaction. Loss Notifications are provided consistent with the SBC-13STATE LSOR.

6.1.2.2 Post to Bill Notification - The Post to Bill Notification is sent for each complete LSR/PON once all service orders associated with the request have posted to billing. This notification utilizes the 865 transaction. The time frame between an order posting to bill and the CLEC notification would be a minimum of two days. Post to Bill Notifications are provided consistent with the SBC 13 state LSOR.

6.1.3 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and WebLEX), SBC-13STATE shall provide electronic jeopardy notification of any instances when SBC-13STATE's due dates are in jeopardy of not being met by SBC-13STATE. This notice is known as a jeopardy notice and will be used to notify the CLEC in any instance where a Firm Order Confirmation has been sent and the due date of the order is in jeopardy of being met for any reason. Jeopardy codes and reject error codes/messages are identified in the LSOR and are sent at service order level. When CLEC places an electronic order using either SBC's LSOR-based ordering system (e.g. EDI and WebLEX) or the ASR based ordering system as described in Section 5.7 above, SBC-13STATE shall provide electronic notification when an order contains rejections/errors in any of the data element(s) fields using error codes/messages as contained in the LSOR. This notice is known as a reject error notification and such notice will rarely be sent following a firm order confirmation. SBC-13STATE shall give such notice as soon as it identifies the jeopardy or reject.

6.2 Provisioning for Resale Services and UNEs in SBC-13STATE: SBC-13STATE will provision Resale services and UNEs as detailed in CLEC service order requests. Access to order status on such requests will be provided via the following electronic interfaces:

6.2.1 For SBC-13STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, for SBC-SOUTHWEST REGION 5-STATE pending orders can be viewed in SORD.

6.2.2 For SBC-13STATE, EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6.2.3 For SBC-13STATE, EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

7. MAINTENANCE/REPAIR

7.1 SBC-13 STATE will provide CLEC access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNEs and LNP:

7.1.1 In SBC-7STATE, Trouble Administration (TA) system access provides CLEC with SBC-7STATE software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via SBC-7STATE Classic Toolbar.

7.1.2 In SBC-13STATE, Electronic Bonding/Trouble Administration - Graphical User Interface (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.

7.1.3 In SBC-13STATE, Electronic Bonding/Trouble Administration (EB/TA) is an application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

7.1.4 Use of High Bandwidth Services Supplier. CLEC may identify one or more CLECs as an authorized High Bandwidth Service Supplier ("HBSS"), authorized by CLEC to add, change or delete High Bandwidth Services capabilities on a xDSL-capable Loop employed or ordered by CLEC. If CLEC chooses to utilize HBSSs under this section, the orders issued by the HBSS must appear, in all ways, as if the orders were submitted by CLEC. For orders submitted by the HBSS, SBC-13STATE will treat the order in exactly the same manner as if CLEC, and not a third party, submitted the order.

8. BILLING AND CUSTOMER USAGE

8.1 SBC-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC-13STATE will provide CLEC billing information in a paper format or via 18 track magnetic tape, as agreed to between CLEC and SBC-13STATE. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

8.1.1 For Resale Services in SBC CALIFORNIA, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

8.1.2 For Resale Services in SBC-MIDWEST REGION 5-STATE, CLEC may elect to receive its bill on CD.

8.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

8.2.1 In SBC-SOUTHWEST REGION 5-STATE, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC-SOUTHWEST REGION 5-STATE's Local Exchange Tariff.

8.2.2 In SBC-SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SOUTHWEST REGION 5-STATE Classic Toolbar.

8.2.3 In SBC-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

8.2.4 In SBC-12STATE, CLEC may receive electronically a Usage Extract Feed, or in SBC 13STATE, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.

8.2.5 In SBC 13STATE, CLEC may receive a Billing Detail File on cartridge or 18 track magnetic tape.

8.2.6 In SBC-MIDWEST REGION 5-STATE, CLEC may receive a mechanized bill via the SBC-MIDWEST REGION 5-STATE Electronic Billing System (AEBS) transaction set.

8.3 Electronic access to billing information for UNEs (and for LNP and interconnection trunks where noted below) will also be available via the following interfaces:

8.3.1 For UNEs, LNP, and interconnection trunks, SBC-13STATE makes available to CLEC a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.

8.3.2 In SBC-SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SOUTHWEST REGION 5-STATE Classic Toolbar.

8.3.3 In SBC-12STATE, CLEC will receive a Usage Extract Feed, or in SBC 13STATE, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.

9. LOCAL ACCOUNT MAINTENANCE

9.1 Loss Notification

9.1.1 SBC-13STATE will provide Loss Notifications. This notification alerts CLEC that a change requested by another Telecommunications Carrier (TC) has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the 836 transaction, and will also be available via the uniform ordering GUI interface.

9.2 Change of Preferred InterLATA or IntraLATA Carrier

9.2.1 SBC-13STATE shall accept and process the following types of preferred carrier changes sent by CLEC for end users subscribing to CLEC local service: (1) intraLATA toll and (2) interLATA toll.

9.2.2 When a CLEC end user authorizes a change of one of its preferred carrier designations, CLEC shall notify SBC-13STATE of this change using a Local Service Request ("LSR")

which it will send to SBC-13STATE over the ordering gateway for provisioning local service. SBC-13STATE will not accept requests to change the PIC on a Resale, UNE Port or UNE Loop with Port Combination service via the CARE process. SBC-13STATE will follow industry guidelines in rejecting requests received via the CARE process.

9.2.3 CLEC acknowledges that these orders shall be processed via LSR Change orders and not the industry-standard PIC change process which is used with retail accounts.

10. REMOTE ACCESS FACILITY

10.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the purposes of OSS interconnection, a CLEC is defined by the National Exchange Carrier Association (NECA) Access Customer Name Abbreviation (ACNA) and any access limitations applied by SBC shall be applied regionally. For the **SBC-SOUTHWEST REGION 5-STATE**, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the **SBC-2STATE** region. The ARAF, located in Chicago, IL, serves **SBC-MIDWEST REGION 5-STATE**and the SRAF in New Haven, CT, handles the **SBC CONNECTICUT** region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 10.2. CLEC may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions in any **SBC-13STATE** where CLEC has executed an Attachment OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility. CLEC shall be allowed to use a single physical termination for multiple trading partner ids to access SBC's network.

10.2 For SBC-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the RAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SBCRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC-13STATE OSS via the public internet.

10.3 For SBC-13STATE, CLEC shall use TCP/IP to access SBC-13STATE OSS via an SBC RAF. In addition, CLEC shall have at least one unique public-registered Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing an SBC-13STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

10.4 For SBC-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC RAF access plans in detail and schedule testing of such connections.

10.5 For SBC 13STATE region, CLEC may use a private line connection. CLEC shall provide and maintain own router and CSU/DSU.

10.6 For dedicated RAF locations (e.g. LRAF, PRAF, ARAF, and SRAF) if CLEC wants to establish connectivity for the first time, or if CLEC wants to upgrade their existing connection, then SBC-13STATE will provide specifications for connecting to the new dedicated RAF facility. CLEC

connections to any other nonxRAF facility within the SBC-13STATE service areas are grandfathered and no new CLEC connections will be made to such non-dedicated facilities.

11. DATA CONNECTION SECURITY REQUIREMENTS

11.1 CLEC agrees that interconnection of CLEC data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with the applicable interconnection proctedures: "SBC-13STATE Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, current at the time of initial interconnection in each region for access to SBC-13STATE's OSS. The following additional terms in this Section govern direct and dial up connections between CLEC and SBC-13STATE for access to OSS Interfaces

11.2 Joint Security Requirements.

11.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

11.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, 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.

11.2.3 For user IDs established prior to common block ID assignment, each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

11.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

11.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either CLEC or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

11.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

11.3 Additional Responsibilities of Both Parties.

11.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

11.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

11.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

11.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

11.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

11.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

11.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

11.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 11.5 – 11.11 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 SBC-13STATE, respectively, as the providers of the computer, network or information in question.

11.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

11.5 General Policies

11.5.1 Each Party's resources are for approved business purposes only.

11.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

11.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

11.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

11.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

11.6 User Identification

11.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

11.6.2 User identification shall be accomplished by the assignment of a unique, permanent Userid, and each Userid shall have an associated identification number for security purposes.

11.6.3 Userids will be revalidated on a monthly basis.

11.7 User Authentication

11.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one time passwords, digital signatures, etc.) may be required in the future.

11.7.2 Passwords must not be stored in script files.

11.7.3 Passwords must be entered by the user in real time.

11.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special character must be in a

position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

11.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

11.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

11.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

11.8 Access and Session Control

11.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

11.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

11.9 User Authorization

11.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

11.10 Software And Data Integrity

11.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

11.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

11.10.3 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.

11.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

11.11 Monitoring And Audit

11.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

11.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

12. COOPERATIVE TESTING AND TRAINING

12.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

12.2 Prior to live system usage, CLEC must complete user education classes for SBC-13STATE-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education Section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

12.3 Charges will apply for each class as set forth above. A separate registration form will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC and SBC-13STATE agree that charges will be billed by SBC-13STATE and CLEC's payment is due 30 days after receipt of the invoice. CLEC agrees to provide to SBC-13STATE completed registration forms for each student no later than one week prior to the scheduled training class. CLEC agrees to pay a cancellation fee for the full price noted in the separate agreement if CLEC cancels scheduled classes less that two weeks prior to the scheduled start date. Should SBC-13STATE cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, SBC-13STATE will waive the charges for the rescheduled class of the registered students.

12.3.1 Rate table above sets forth price for total class cost based on number of total attendees and length of course. The total class rate is divided equally among the CLECs in attendance. These rates apply to OSS Classes (for SBC OSS Interfaces) as opposed to CLEC Education Workshops which are currently provided at no charge. Schedules for OSS Classes and CLEC Education Workshops are available on CLEC OnLine.

12.4 CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

12.5 CLEC may request that classes be scheduled on particular dates. Class dates will be based upon CLEC request and SBC-13STATE availability, and will be coordinated among CLEC, CLEC's SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.

12.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.

12.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Attachment and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 6 of the General Terms and Conditions.

13. MISCELLANEOUS CHARGES

13.1 For SBC-SOUTHWEST REGION 5-STATE only, when CLEC requests Bill Plus™, it agrees to pay applicable tariffed rate, less Resale discount.

13.2 For SBC-7STATE, when CLEC requests the billing function for Usage Billable Records, it agrees to pay established rates pursuant to Appendix Pricing UNE.

13.3 For SBC-7STATE, when CLEC requests the Local Disconnect Report pursuant to Sections 9.4 and 9.5 of this Attachment, it agrees to pay $0.003 per entry.

13.4 For SBC-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.

13.5 SBC CONNECTICUT will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.

ATTACHMENT 27A
ADDITIONAL OPERATIONAL SUPPORT

1.0 Introduction

1.1 This Attachment sets forth terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

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

1.2.1 SBC TEXAS - As used herein, SBC TEXAS means the applicable above listed ILEC(s) doing business in Texas.

2.0 Additional Terms For Provisioning

21 Provisioning for Resale Services and UNEs in SBC TEXAS:

2.1.1 SBC TEXAS shall provide all provisioning services to CLEC during the same business hours SBC TEXAS provisions similar services for its end user customers but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m., excluding Holidays and where an accessible letter has notified CLEC of a central office freeze. SBC TEXAS will provision non-coordinated standalone number portability-only cutovers on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (RSMS) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cutovers on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (LSMS) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cutovers will be determined via the Bona Fide Request process and CLEC agrees to reimburse SBC TEXAS for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC requests that SBC TEXAS perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, SBC TEXAS shall provide such services at the rates, if any, as provided in the Bona Fide Request process.

2.1.2 When an end user changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number, however in circumstances where a resale or UNE-P customer disconnects service, SBC shall provide the referral announcement. These arrangements will be provided for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end users, but must be requested on the LSR. Custom messages, extensions in duration, or other special requests are subject to each Party's applicable tariffs.

2.1.3 At CLEC's request, SBC TEXAS will perform acceptance testing to the circuit demarc with CLEC (including trouble shooting to isolate any problems) to test UNE T1 and UNE T3 services purchased by CLEC in order to identify any performance problems at turn-up of the service. Other acceptance testing is provided as set forth in the Agreement.

2.1.4 Where SBC TEXAS provides installation on behalf of CLEC, SBC TEXAS shall advise CLEC's end user to notify CLEC if the CLEC end user requests a service change at the time of installation.

2.2 Provisioning of CHC and FDT Orders:

2.2.1 SBC TEXAS agrees that CLEC may use SBC TEXAS Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on unbundled 2-wire Loops with LNP.

2.2.2 CLEC shall order these services from SBC TEXAS by delivering to SBC TEXAS a valid Local Service Request (LSR), and SBC TEXAS shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.

2.2.3 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If SBC TEXAS cannot comply with the request, in its FOC, SBC TEXAS will designate a due date that SBC TEXAS commits to meet.

2.2.4 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.

2.2.5 SBC 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 SBC TEXAS main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by SBC TEXAS no later than 24 hours prior to the cut. If SBC TEXAS finds problems during pre-testing, SBC TEXAS shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.

2.2.6 For CHC orders, CLEC shall call SBC TEXAS to initiate the cut not sooner than 10 minutes prior to the scheduled cut time or 30 minutes after the scheduled cut time. If CLEC does not call within these timeframes, CLEC will be required submit a supplemental LSR in a timely manner.

2.2.7 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.

3.0 Maintenance/Repair

3.1 SBC TEXAS shall provide maintenance and repair functions (including testing and surveillance for applicable services) for Resale Services, UNE, and number portability purchased by CLEC, and shall provide electronic Interfaces to permit CLEC to place trouble reports and receive maintenance status updates. Each Party shall make maintenance progress reports and status of repair efforts available to the other Party.

3.2 In the event SBC TEXAS misses a scheduled repair appointment on behalf of CLEC, SBC TEXAS will notify CLEC via the electronic Interface used to place the trouble report, in parity with notice provided to its own retail end users.

3.3 SBC TEXAS shall provide repair services to CLEC for CLEC end users that are equal in quality to that which it provides to its own retail end users. Trouble calls from CLEC shall receive response time priority that is at least equal in quality to that of SBC TEXAS retail end users and shall be handled on a "first come first served" basis regardless of whether the end user is a CLEC end user or a SBC TEXAS end user.

3.4 For Resale Services and UNEs provided to CLEC under this Agreement, SBC TEXAS shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures that SBC TEXAS currently provides for the maintenance of its own network. SBC TEXAS shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which will impact CLEC end users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, and major equipment replacements. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

3.5 For Resale Services and UNEs provided to CLEC under this Agreement, SBC TEXAS shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by SBC TEXAS on any service, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC end users. SBC TEXAS shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that SBC TEXAS shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

3.6 SBC TEXAS shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting an CLEC end user; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) in the event that temporary restoration methods are employed to restore service under an emergency condition, SBC TEXAS will advise CLEC on what methods and procedures will be utilized for a permanent resolution; (v) equal priority, as between CLEC end users and SBC TEXAS end users, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed.

3.7 Each Party shall establish mutually acceptable methods and procedures for referring callers to the Toll Free number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.

3.8 Maintenance charges for premises visits by SBC TEXAS technicians shall be billed by SBC TEXAS to CLEC and not by SBC TEXAS to CLEC's end user. All forms, business cards or other materials furnished by SBC TEXAS technicians to CLEC end users will contain no brand. If the CLEC end user is not at home when the SBC TEXAS technician arrives, the SBC TEXAS technician shall leave on the premises "not-at-home" cards that are unbranded but include the contact number for CLEC, pursuant to Attachment 27, Section 3.14. The SBC TEXAS technician will not leave on the premises a SBC TEXAS-branded "not-at-home" card.

4.0 Local Account Maintenance

4.1 To the extent permitted by state law, SBC TEXAS shall make account local service provider change prohibited (LSCP) available for CLEC's end users (for which CLEC purchases resale services from SBC TEXAS) on a basis that is at least equal in kind and quality to the local service provider freezes it provides to its end users.

5.0 Change in Service Provider

5.1 If an end user notifies SBC TEXAS or CLEC that the end user requests local exchange service from such Party, the Party receiving such request shall be free to immediately provide service to such end user and to use any CPNI of such end user in its possession to provide such service. The currently serving Party shall release customer-specific facilities in accordance with the end user's direction or that of the end user's authorized agent.

5.2 When an CLEC end user (for which CLEC purchases resale services or UNEs from SBC TEXAS) changes or withdraws authorization to provide service, CLEC shall provide, upon request by SBC TEXAS, necessary pre-order information to facilitate the prompt release of end user-specific facilities in accordance with the end user's direction. If the account has a local freeze, CLEC will release the preorder information to a new service provider or an end user's authorized agent upon the removal of the freeze by the end user. Such pre-order information, provided via CLEC Customer Service Record or some other mutually agreed-upon method, shall include the SBC TEXAS telephone number (or, if none, the end user's circuit ID), SBC TEXAS billing account number and any services or features, including listings. The Party or other agent authorized to commence service for such end user shall be free to re-use the facilities and issue service orders or Local Service Requests ("LSRs") as required to commence such service and discontinue prior service.

6.0 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 Attachment.

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 SBC 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 SBC 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, SBC 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 3.0 of this Attachment. The requirements for resale billing and other charges billed by agreement of the Parties from SBC TEXAS' resale billing system are set forth at Section 4.0 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. 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. When a factor process is determined to be appropriate by the Parties, the factor process shall be that prescribed in Attachment 12, Section 9. 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 by the JP Morgan Chase Bank (or such other bank as the Parties may agree) 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 and paper bills are "official" only 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 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 SBC TEXAS may send bills to CLEC, or CLEC may send bills to SBC TEXAS, containing amounts found to be unbilled, or underbilled ("Backbill(s)"), as follows:

[#] Conformed to Docket 28821

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 six (6) 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 six (6) months prior to the Backbill date; or

2.3.3 Where SBC TEXAS or CLEC is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, SBC TEXAS may submit to CLEC, or CLEC may submit to SBC TEXAS, up six (6) 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 SBC TEXAS, as a result of, and since the applicable Governmental Requirement Date; or

2.3.4 SBC 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 SBC 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 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 7 business days of making such change, add, or delete of a BAN. 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

[#] Conformed to Docket 28821

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, SBC 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, SBC TEXAS shall recognize CLEC as the customer of record for all UNE-P services 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 SBC TEXAS transmits data in a mechanized format, SBC 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) Any "From" Date should be less than the associated "Thru" Date and neither date can 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, SBC TEXAS will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. If SBC TEXAS has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. When electronic transmission is established by mutual agreement, SBC TEXAS must provide CLEC/Alpharetta its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and is used by SBC TEXAS for transmission purposes. CLEC will supply to SBC TEXAS its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

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 =	SBC TEXAS 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 SBC 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 SBC 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, SBC 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 SBC 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 SBC TEXAS in 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- SBC 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

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For additional information for tape or paper transmission see SBC'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 SBC TEXAS**
Tape Transmissions via U.S. Mail:		**SBC/SBC TEXAS Tape Library 211 S. Akard, Room 550 Dallas, TX 75202 Phone – 214-464-7754**
Tape Transmissions via Overnight Delivery:		**UNE-P SBC/SBC TEXAS Tape Library 211 S. Akard, Room 550 Dallas, TX 75202 Phone – 214-464-7754**
Paper Transmissions via U.S. Mail:		**CLEC Reciprocal Compensation - SBC 211 S. Akard, Floor 9 Dallas, TX 75202 ATTN: LSC Billing**
Paper Transmissions via Overnight Delivery:		**CLEC Reciprocal Compensation - SBC 211 S. Akard, Floor 9 Dallas, TX 75202 ATTN: LSC Billing**

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 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 At least 90 days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least 20 days prior to either party changing to a new CABS version; or at least 20 days prior to either party changing bill mediums (e.g., from paper to electronic), the billing Party will send bill data 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. SBC TEXAS shall also provide to CLEC's company manager, located at 600 North Point Parkway Alpharetta, Georgia 30302, the LEC's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (20) calendar days prior to testing or a change in the LEC's originating or state level company code. CLEC will notify SBC TEXAS within the time period agreed to by the Parties if the billing test file fails to meet CABS/BOS specifications. SBC 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. SBC 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 SBC TEXAS will establish Meet Point Billing (MPB) arrangements in order to provide Switched Access via SBC 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 SBC 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.

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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

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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 SBC 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 SBC TEXAS' obligations, if any, under the Attachment pertaining to performance measures/remedies.

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#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: Intercarrier 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 produced within its network to bill reciprocal compensation, SBC TEXAS makes available to CLEC mechanized detail call records (provided that the Commission allows SBC to continue to provide such records) that identify the UNE originating traffic, and CLEC will use these records to bill the originating UNE Carrier for the MOUs terminated on the CLEC 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 Daily usage data will be provided by SBC 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. SBC TEXAS will not provide usage data where customers have flat rate local service s billed out of the resale billing system, but will provide usage data where customers have measured local services.

13.2 SBC TEXAS will provide all usage data for CLEC's customers using the SBC-provided Network Element(s), Resale services and/or other services billed out of the resale billing system

13.3 SBC TEXAS will provide usage data for Network Elements that SBC TEXAS records (e.g., unbundled local switching, but not loops). SBC TEXAS will provide usage data for completed calls for Resale services and/or other services billed out of the resale billing system offerings that SBC TEXAS records for itself (e.g., Local Measured Service).

13.4 SBC 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 SBC TEXAS will provide usage data in the OBF Exchange Message Interface (EMI) format and by category, group and record type.

14.2 SBC 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. The Parties agree that once CLEC informs SBC TEXAS the number of packs/invoices per state has reached 80, the Parties will begin work to increase the records contained in the packs.

#14.4 SBC TEXAS will include the OCN of the originating carrier in the usage records it provides for calls originated by 3rd party carriers utilizing an SBC ULS port that terminate to a CLEC ULS Port, where technically feasible. SBC TEXAS will begin providing this OCN after SBC TEXAS completes its ULS Port project, which project is targeted for completion during mid-2004.

14.5 SBC 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 SBC TEXAS will test and certify the CONNECT:DIRECT interface to ensure the accurate transmission of usage data.

14.7 SBC 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 SBC TEXAS.

#15. ALTERNATIVELY BILLED SERVICES CALLS-RESALE SERVICES AND NETWORK ELEMENTS

#15.1 Alternatively Billed Calls- Network Elements

#15.1.1 Alternatively Billed Service ("ABS") is a service that allows end-users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls. The billing and compensation of ABS calls exchanged between CLEC and SBC are governed by a separate ABS Appendix ("ABS Appendix").

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15.2 Alternatively Billed Calls-Facility-Based Services

#15.2.1 The Parties acknowledge that intrastate/intraLATA calls will be placed using local and toll services of one Party that will be billed to the customer for local service of the other Party. In order to ensure that these calls are properly accounted for and billed to the appropriate customer, the Parties agree to settle these calls whereby the Party that bills its customer for the call will remit the revenues (less a message billing charge) to the Party who originated the call.

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ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.

1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.

2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

(i) to the same End User; and

(ii) at that same End User's existing location;

(iii) both as of the time of that service's grandfathering.

2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").

2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover**,** CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).

2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.

2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

2.11 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for resale. Promotions lasting longer than ninety (90) calendar ("Long-Term Promotions") may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.

2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:

(i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or

(ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.

2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

3.1 "Resale Discount" means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.

4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.

5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
2						
3	Network Interface Device	Disconnect Loop from inside wiring, per NID	NRBND	None	$14.32	$14.32
4						
5	Unbundled Loops	2W Analog Zone 1(Rural)	U21	$16.34	$13.93	$7.07
6		2W Analog Zone 2 (Suburban)	U21	$13.69	$13.93	$7.07
7		2W Analog Zone 3 (Urban)	U21	$12.26	$13.93	$7.07
8		2W Analog - Disconnect	NKCT1	NA	$1.41	$1.27
9		Conditioning for dB Loss	UL2	$6.03	$17.54	$16.13
10		4W Analog Zone 1(Rural)	U4H	$36.06	$15.03	$6.22
11		4W Analog Zone 2 (Suburban)	U4H	$21.52	$15.03	$6.22
12		4W Analog Zone 3 (Urban)	U4H	$15.86	$15.03	$6.22
13		2W Digital Zone 1(Rural)	U2Q	$46.09	$15.03	$6.22
14		2W Digital Zone 2 (Suburban)	U2Q	$37.54	$15.03	$6.22
15		2W Digital Zone 3 (Urban)	U2Q	$34.91	$15.03	$6.22
16		4W Digital - Install - Zone 1(Rural)	U4D1X	$63.41	$76.26	$41.52
17		4W Digital - Install - Zone 2 (Suburban)	U4D1X	$59.77	$76.26	$41.52
18		4W Digital - Install - Zone 3 (Urban)	U4D1X	$49.58	$76.26	$41.52
19		4W Digital - Disconnect	NKCT2	NA	$9.45	$2.90
20		DS3 Loop Zone 1 (Rural)	U4D3X	$450.00	$823.28	$392.54
21		DS3 Loop Zone 2 (Subruban)	U4D3X	$450.00	$823.28	$392.54
22		DS3 Loop Zone 3 (Urban)	U4D3X	$450.00	$823.28	$392.54
23						
24	Loop Cross Connects	Analog Loop to Collo 2W (same CO)	UCXC2	$1.24	$4.72	$4.72
25		Analog Loop to Collo 2W w/o testing (same CO)	UCXD2	$0.00	$6.91	$4.97
26		Analog Loop to Collo 4W (same CO)	UCXC4	$2.49	$29.56	$29.56
27		Analog Loop to Collo 4W w/o testing (same CO)	UCXD4	$0.00	$29.56	$29.56
28		Digital Loop to Collo 2W (same CO)	Under Development	$1.24	$4.72	$4.72
29		Digital Loop to Collo 2W w/o testing (same CO)	Under Development	$0.00	$6.91	$4.97
30		Digital Loop to Collo 4W (same CO)	Under Development	$6.67	$39.05	$34.16
31		Digital Loop to Collo 4W w/o testing (same CO)	UDLD4	$0.00	$29.04	$29.04
32		Analog Loop to Collo/Mux 2W (dff't CO)	UCXM2	$2.61	$19.32	$19.00
33		Analog Loop to Collo/Mux 2W w/o testing (dff't CO)	Under Development	$0.00	$19.32	$19.00
34		Analog Loop to Collo/Mux 4W (dff't CO)	UCXM4	$3.51	$53.42	$53.10
35		Analog Loop to Collo/Mux 4W w/o testing (dff't CO)	Under Development	$0.00	$53.42	$53.10
36		Digital Loop to Collo/Mux 2W (dff't CO)	UCXS2	$4.43	$19.32	$19.00
37		Digital Loop to Collo/Mux 2W w/o testing (dff't CO)	Under Development	$0.00	$19.32	$19.00
38		Digital Loop to Collo/Mux 4W (dff't CO)	UDLY4	$7.51	$22.03	$19.28
39		Digital Loop to Collo/Mux 4W w/o testing (dff't CO)	Under Development	$0.81	$22.49	$19.87
40		Analog Loop to DCS 2W	UDLW2	$0.27	$20.65	$16.50
41		Analog Loop to DCS 4W	UCXGX	$0.54	$20.65	$16.50
42		Digital Loop to DCS 2W	UDU5X	$2.64	$20.65	$16.50
43		Digital Loop to DCS 4W	Under Development	$8.29	$28.95	$26.47
44		DS3 Loop to DCS	UDU3X	$225.59	$0.00	$0.00
45						
46	Cross Connects UNE Loop to non-251(c)(3) wholesale services or network elements	2W Analog Loop to non-251(c)(3) wholesale service or network element	Under Development	$0.27	$20.65	$16.50
47		4W Analog Loop to non-251(c)(3) wholesale service or network element	Under Development	$0.54	$20.65	$16.50
48		2W Digital Loop to non-251(c)(3) wholesale service or network element	Under Development	$2.64	$20.65	$16.50
49		4W Digital Loop to non-251(c)(3) wholesale service or network element	Under Development	$8.29	$28.96	$26.47
50		DS3 Loop to non-251(c)(3) wholesale service or netowrk element	Under Development	$225.59	$0.00	$0.00
51						

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
52	UNE Cross Connects UNE interoffice transport to non-251(c)(3) loop wholesale services or network elements	2W Analog interoffice transport to non-251(c)(3) 2W loop wholesale service or network element	**Under Development**	$0.27	$20.65	$16.50
53		4W Analog interoffice transport to non-251(c)(3) 4W analog loop wholesale service or network element	**Under Development**	$0.54	$20.65	$16.50
54		2W Digital Loop interoffice transport to non-251(c)(3) 2W digital loop wholesale service or network element	**Under Development**	$2.64	$20.65	$16.50
55		4W Digital Loop interoffice transport to non-251(c)(3) 4W digital loop wholesale service or network element	**Under Development**	$8.29	$28.95	$26.47
56		DS3 Loop interoffice transport to non-251(c)(3) DS3 loop wholesale service or network element	**Under Development**	$225.59	$0.00	$0.00
57						
58	UNE Cross Connects UNE interoffice transport to non-251(c)(3) interoffice wholesale services or network elements					
59		VG 2W interoffice trnasport to non-251(c)(3) interoffice VG 2W wholesale service or network element	**Under Development**	$2.88	$47.38	$35.31
60		VG 4W interoffice transport to non-251(c)(3) interoffice VG 4W wholesale service or network element	**Under Development**	$4.05	$53.06	$38.50
61		DS1 interoffice transport to non-251(c)(3) interoffice DS1 wholesale service or network element	**Under Development**	$7.51	$57.08	$40.49
62		DS3 interoffice transport to non-251(c)(3) interoffice DS3 wholesale service or network element	**Under Development**	$25.70	$70.78	$54.19
63						
64	DSL Loops	PSD #1 -2-Wire Analog xDSL -capable Loop - Zone 1 (Rural)	**2SLAX**	$18.98	$15.03	$6.22
65		PSD #1 -2-Wire Analog xDSL -capable Loop - Zone 2 (Suburban)	**2SLAX**	$13.65	$15.03	$6.22
66		PSD #1 -2-Wire Analog xDSL -capable Loop - Zone 3 (Urban)	**2SLAX**	$12.14	$15.03	$6.22
67		PSD #2 - 2-Wire Analog xDSL -capable Loop - Zone 1 (Rural)	**2SLCX**	$18.98	$15.03	$6.22
68		PSD #2 - 2-Wire Analog xDSL -capable Loop - Zone 2 (Suburban)	**2SLCX**	$13.65	$15.03	$6.22
69		PSD #2 - 2-Wire Analog xDSL -capable Loop - Zone 3 (Urban)	**2SLCX**	$12.14	$15.03	$6.22
70		PSD #3 - 2-Wire Analog xDSL -capable Loop - Zone 1 (Rural)	**2SLBX**	$18.98	$15.03	$6.22
71		PSD #3 - 2-Wire Analog xDSL -capable Loop - Zone 2 (Suburban)	**2SLBX**	$13.65	$15.03	$6.22
72		PSD #3 - 2-Wire Analog xDSL -capable Loop - Zone 3 (Urban)	**2SLBX**	$12.14	$15.03	$6.22
73		PSD #4 - 2-Wire Analog xDSL -capable Loop - Zone 1 (Rural)	**2SLDX**	$18.98	$15.03	$6.22
74		PSD #4 - 2-Wire Analog xDSL -capable Loop - Zone 2 (Suburban)	**2SLDX**	$13.65	$15.03	$6.22
75		PSD #4 - 2-Wire Analog xDSL -capable Loop - Zone 3 (Urban)	**2SLDX**	$12.14	$15.03	$6.22
76		PSD #5 - 2-Wire Analog xDSL -capable Loop - Zone 1 (Urban)	**U2F**	$18.98	$15.03	$6.22
77		PSD #5 - 2-Wire Analog xDSL -capable Loop - Zone 2 (Suburban)	**U2F**	$13.65	$15.03	$6.22
78		PSD #5 - 2-Wire Analog xDSL -capable Loop - Zone 3 (Urban)	**U2F**	$12.14	$15.03	$6.22
79		PSD #7 - 2-Wire Analog xDSL -capable Loop - Zone 1 (Rural)	**2SLFX**	$18.98	$15.03	$6.22
80		PSD #7 - 2-Wire Analog xDSL -capable Loop - Zone 2 (Suburban)	**2SLFX**	$13.65	$15.03	$6.22
81		PSD #7 - 2-Wire Analog xDSL -capable Loop - Zone 3 (Urban)	**2SLFX**	$12.14	$15.03	$6.22
82		PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	**4SL1X**	$36.06	$15.03	$6.22
83		PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	**4SL1X**	$21.52	$15.03	$6.22
84		PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	**4SL1X**	$15.86	$15.03	$6.22
85						
86	ISDL Loop	IDSL Loop Zone 1 (Rural)	**UY5FX**	$46.09	$15.03	$6.22
87		IDSL Loop Zone (Suburban)	**UY5FX**	$37.54	$15.03	$6.22
88		IDSL Loop Zone 3 (Urbanl)	**UY5FX**	$34.91	$15.03	$6.22
89						
90	2 Wire xDSL Distribution Sub Loops	2-Wire Analog - Subloop Distribution Zone 1(Rural)	**UG2**	$9.46	$15.03	$6.22
91		2-Wire Analog - Subloop Distribution Zone 2(Suburban)	**UG2**	$5.66	$15.03	$6.22
92		2-Wire Analog - Subloop Distribution Zone 3 (Urban)	**UG2**	$4.22	$15.03	$6.22
93						
94	4 Wire xDSL Distribution Sub Loops	4-Wire Analog - Subloop Distribution Zone 1(Rural)	**UG4**	$9.81	$15.03	$6.22
95		4-Wire Analog - Subloop Distribution Zone 2(Suburban)	**UG4**	$5.63	$15.03	$6.22
96		4-Wire Analog - Subloop Distribution Zone 3 (Urban)	**UG4**	$4.35	$15.03	$6.22
97						
98	Loop Make-Up Information	Loop Make-Up Information - Mechanized	**NR98U**	NA	$0.00	NA
99		Loop Make-Up Information - Manual	**NRBXU**	NA	$0.10	NA

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
100						
101	xDSL Cross Connect Charge - Standard:	2-Wire Analog	UCX92	$1.24	$4.72	$0.00
102		4-Wire Analog	UCX94	$2.49	$29.56	$0.00
103		2-Wire Digital	Under Development	$1.24	$4.72	$0.00
104						
105	xDSL Cross Connect Charge - Shielded:	2-wire Analog	UXRRX	$1.64	$17.29	$0.00
106		4-wire Analog	Under Development	$3.28	$42.13	$0.00
107		2-wire Digital	Under Development	$1.64	$17.29	$0.00
108	DSL Conditioning Options:					
109	xDSL Loop greater than 12K ft. but less than 18K ft. in length	Removal of Repeater		NA	$10.82	$9.41
110		Removal of Bridged Tap and Repeater	Under Development	NA	$27.08	$24.19
111		Removal of Bridged Tap	Under Development	NA	$17.62	$14.79
112		Removal of Bridged Tap and Load Coil	Under Development	NA	$40.44	$37.62
113		Removal of Load Coil	Under Development	NA	$25.66	$22.83
114		Removal of Repeater and Load Coil	Under Development	NA	$35.06	$32.23
115						
116	xDSL Loop at or greater than 18K ft. in length	Removal of Repeater	NRBXV	NA	$16.25	$13.42
117		Removal of Bridged Tap and Repeater	NRBXH	NA	$37.89	$32.23
118		Removal of Bridged Tap	NRBXW	NA	$24.46	$18.81
119		Removal of Bridged Tap and Load Coil	NRBXF	NA	$59.35	$53.72
120		Removal of Load Coil	NRBXZ	NA	$40.55	$34.89
121		Removal of Repeater and Load Coil	Under Development	NA	$53.99	$48.34
122						
123	REMOVAL OF ALL BRIDGED TAP (RABT) - MMP	Removal of Non-Excessive Bridged Tap	NRMRJ	None	$218.87	None
124		Removal of All Bridged Taps	NRMRP	None	$566.59	None
125		Incremental Removal of All Bridged Tap > 17, 500 Feet (per occurrence)	NRMRM	None	$218.87	$218.87
126		Incremental Removal of Non-Excessive Bridged Tap > 17,500 Feet (per occurrence)	NRMRS	None	$218.87	$218.87
127						
128	LST	LST performed on CODSLAM Loop	URCLD	None	$ 215.65	None
129		LST performed on Sub Loop	URCLB	None	$ 208.59	None
130						
131	Subloop Distribution	2W Analog Zone 1(Rural)	UG2	$9.46	$15.03	$6.22
132		2W Analog Zone 2 (Suburban)	UG2	$5.66	$15.03	$6.22
133		2W Analog Zone 3 (Urban)	UG2	$4.22	$15.03	$6.22
134		4W Analog Zone 1(Rural)	UG4	$9.81	$15.03	$6.22
135		4W Analog Zone 2 (Suburban)	UG4	$5.63	$15.03	$6.22
136		4W Analog Zone 3 (Urban)	UG4	$4.35	$15.03	$6.22
137						
138	Subloop Cross Connect	2W	UCX1X	$0.00	$70.20	$46.35
139		4W	UCX14	$0.00	$78.50	$50.50
140						
141	Subloop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	$1.36	None	None
142		ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	$1.23	None	None
143		ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	$1.19	None	None
144		ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	$14.11	None	None
145		ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	$6.78	None	None
146		ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	$4.55	None	None
147		ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	$16.63	None	None
148		ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	$9.20	None	None
149		ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	$6.90	None	None
150		SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	$13.07	None	None
151		SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	$5.85	None	None

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
152		SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	$3.66	None	None
153		SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	$15.59	None	None
154		SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	$8.27	None	None
155		SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	$6.01	None	None
156		Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	$2.63	None	None
157		Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	$2.54	None	None
158		Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	$2.47	None	None
159		ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	$2.72	None	None
160		ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	$2.45	None	None
161		ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	$2.37	None	None
162		ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	$27.97	None	None
163		ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	$13.42	None	None
164		ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	$8.99	None	None
165		ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	$33.01	None	None
166		ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	$18.26	None	None
167		ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	$13.69	None	None
168		SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	$25.88	None	None
169		SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	$11.55	None	None
170		SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	$7.21	None	None
171		SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	$30.92	None	None
172		SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	$16.40	None	None
173		SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	$11.91	None	None
174		Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	$5.27	None	None
175		Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	$5.08	None	None
176		Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	$4.93	None	None
177		ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	$1.36	None	None
178		ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	$1.23	None	None
179		ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	$1.19	None	None
180		ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	$14.10	None	None
181		ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	$6.81	None	None
182		ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	$4.58	None	None
183		ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	$16.62	None	None
184		ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	$9.23	None	None
185		ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	$6.93	None	None
186		SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	$13.06	None	None
187		SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	$5.88	None	None
188		SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	$3.69	None	None
189		SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	$15.57	None	None
190		SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	$8.30	None	None
191		SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	$6.04	None	None
192		Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	$2.63	None	None
193		Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	$2.54	None	None
194		Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	$2.47	None	None
195		ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	$2.72	None	None
196		ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	$2.45	None	None
197		ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	$2.37	None	None
198		ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	$27.96	None	None
199		ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	$13.45	None	None
200		ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	$9.03	None	None
201		ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	$33.00	None	None
202		ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	$18.29	None	None
203		ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	$13.73	None	None
204		SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	$25.87	None	None
205		SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	$11.58	None	None
206		SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	$7.24	None	None
207		SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	$30.90	None	None
208		SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	$16.43	None	None
209		SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	$11.94	None	None
210		Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	$5.27	None	None
211		Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	$5.08	None	None

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
212		Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	**U6LGU**	$4.93	None	None
213						
214	Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	**UKCV2**	None	$242.15	$91.77
215		Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	**UKCV4**	None	$242.99	$92.60
216		Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	**UKCZ2**	None	$242.15	$91.77
217		Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	**UKCZ4**	None	$242.99	$92.60
218						
219	Dedicated Transport	VG Interoffice Transport - Rural Term. Zone 1	**ULN2S**	$23.80	$28.66	$24.12
220		VG Interoffice Transport - Suburban Term. Zone 2	**ULN2S**	$23.27	$28.66	$24.12
221		VG Interoffice Transport - Urban Term. Zone 3	**ULN2S**	$23.24	$28.66	$24.12
222		VG Interoffice Transport - Interzone Term.	**ULN2S**	$23.89	$28.66	$24.12
223		VG Interoffice Transport - Interzone Term. Disconnect	**Under development**	NA	$2.40	$1.65
224		VG Interoffice Transport - Rural Mile Zone 1	**ULN2S**	$0.0084	Same as for Term.	Same as for Term.
225		VG Interoffice Transport - Suburban Mile Zone 2	**ULN2S**	$0.0055	Same as for Term.	Same as for Term.
226		VG Interoffice Transport - Urban Mile Zone 3	**ULN2S**	$0.0040	Same as for Term.	Same as for Term.
227		VG Interoffice Transport - Interzone Mile	**ULN2S**	$0.042	Same as for Term.	Same as for Term.
228						
229		DS1 Interoffice Transport - Rural Term. Zone 1	**ULNHS**	$34.08	$52.91	$28.43
230		DS1 Interoffice Transport - Suburban Term. Zone 2	**ULNHS**	$32.55	$52.91	$28.43
231		DS1 Interoffice Transport - Urban Term. Zone 3	**ULNHS**	$33.76	$52.91	$28.43
232		DS1 Interoffice Transport - Interzone Term.	**ULNHS**	$44.32	$52.91	$28.43
233		DS1 Interoffice Transport - Term. -All zones - Disconnect	**NKCT8**	NA	$12.05	$3.66
234		DS1 Interoffice Transport - Rural Mile Zone 1	**ULNHS**	$0.1343	NA	NA
235		DS1 Interoffice Transport - Suburban Mile Zone 2	**ULNHS**	$0.1093	NA	NA
236		DS1 Interoffice Transport - Urban Mile Zone 3	**ULNHS**	$0.1005	NA	NA
237		DS1 Interoffice Transport - Interzone Mile	**ULNHS**	$0.0968	NA	NA
238						
239		DS3 Interoffice Transport - Rural Term. Zone 1	**ULNJS**	$194.60	$81.05	$65.73
240		DS3 Interoffice Transport - Suburban Term. Zone 2	**ULNJS**	$179.53	$81.05	$65.73
241		DS3 Interoffice Transport - Urban Term. Zone 3	**ULNJS**	$199.77	$81.05	$65.73
242		DS3 Interoffice Transport - Interzone Term.	**ULNJS**	$308.37	$81.05	$65.73
243		DS3 Interoffice Transport - Term. - All Zones - Disconnect	**NKCT9**	NA	$12.05	$3.66
244		DS3 Interoffice Transport - Rural Mile Zone 1	**ULNJS**	$3.9582	NA	NA
245		DS3 Interoffice Transport - Suburban Mile Zone 2	**ULNJS**	$3.2041	NA	NA
246		DS3 Interoffice Transport - Urban Mile Zone 3	**ULNJS**	$2.9127	NA	NA
247		DS3 Interoffice Transport - Interzone Mile	**ULNJS**	$2.7821	NA	NA
248						
249	Dedicated Transport Cross Connect	2-wire VG to DCS/NRS	**Under development**	$2.88	$47.38	$35.31
250		4-wire VG to DCS/NRS	**Under development**	$4.05	$53.06	$38.50
251		DS1 to DCS/NRS	**Under development**	$7.51	$57.08	$40.49
252		DS3 to DCS/NRS	**Under development**	$25.70	$70.78	$54.19
253						
254	Digital Cross-Connect System	DS0 DCS Port	**Under Development**	$0.81	$0.00	None
255		DS1 DCS Port	**Under Development**	$7.87	$0.00	None
256		DS3 DCS Port	**Under Development**	$128.72	$0.00	None
257		DCS Establishment	**SEPU3**	None	$557.87	None
258		Database Modification	**NR9U4**	None	$65.33	None
259		Reconfiguration Charge	**Under Development**	None	$0.09	None
260						
261						
262	Multiplexing	DS1 to VG	**UM4BX**	$249.02	$29.00	$24.15
263		DS1 to VG - Disconnect	**NKCTC**	None	$2.46	$1.68
264		DS3 to DS1	**UM4AX**	$322.06	$41.71	$20.01

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
265		DS3 to DS1 - Disconnect	**NKCT6**	None	$9.03	$2.90
266						
267	Service Order Charges	Electronic New - Simple	**NR9W2**	None	$2.58	None
268		Manual New - Complex	**NRBUR**	None	$91.93	None
269		Electronic Change - Simple	**NR9GG**	None	$2.56	None
270		Manual Change - Complex	**NRBUP**	None	$62.56	None
271		Electronic Record - Simple	**NR9GU**	None	$0.80	None
272		Manual Record - Complex	**NRBUV**	None	$62.17	None
273		Electronic Disconnect - Simple	**NR9GZ**	None	$1.22	None
274		Manual Disconnect - Complex	**NRBUX**	None	$52.83	None
275		Electronic Expedited Simple	**NRMV7**	None	$2.58	None
276		Manual Expedited - Complex	**NRMV2**	None	$91.93	None
277		Electronic Customer Not Ready Simple	**NRMV9**	None	$2.58	None
278		Manual Customer Not Ready - Complex	**NRMV6**	None	$91.93	None
279		Electronic Due Date Change or Cancellation Complex	**NRMVZ**	None	$2.58	None
280		Manual Due Date Change or Cancellation - Complex	**NRMV4**	None	$91.93	None
281						
282	Manual Service Order Charges - Unbundled Elements	Manual New - Simple	**NRBUQ**	None	$5.00	None
283		Manual Change - Simple	**NRBUO**	None	$5.00	None
284		Manual Record - Simple	**NRBUU**	None	$5.00	None
285		Manual Disconnect - Simple	**NRBUW**	None	$5.00	None
286		Manual Expedited - Simple	**NRMV1**	None	$5.00	None
287		Manual Customer Not Ready - Simple	**NRMV5**	None	$5.00	None
288		ManualDue Date Change or Cancellation - Simple	**NRMV3**	None	$5.00	None
289		Manual New - Complex	**NRBUR**	None	$91.93	None
290		Manual Change - Complex	**NRBUP**	None	$62.56	None
291		Manual Record - Complex	**NRBUV**	None	$62.17	None
292		Manual Disconnect - Complex	**NRBUX**	None	$52.83	None
293		Manual Expedited - Complex	**NRMV2**	None	$91.93	None
294		Manual Customer Not Ready - Complex	**NRMV6**	None	$91.93	None
295		Manual Due Date Change or Cancellation - Complex	**NRMV4**	None	$91.93	None
296						
297						
298	Maintenance of Service and Nonproductive Dispatch Charges	Basic Time - per quarter hour	**MVV**	None	$21.44	$21.44
299		Overtime - per quarter hour	**MVV**	None	$28.01	$28.01
300		Premium Time - per quarter hour	**MVV**	None	$34.59	$34.59
301						
302	Time and Materials Charges	Basic Time - per quarter hour	**ALK**	None	$21.44	$21.44
303		Overtime - per quarter hour	**ALK**	None	$28.01	$28.01
304		Premium Time - per quarter hour	**ALK**	None	$34.59	$34.59
305		Basic Time - per quarter hour@	**ALH**	None	$21.44	$21.44
306		Overtime - per quarter hour@	**ALH**	None	$28.01	$28.01
307		Premium Time - per quarter hour@	**ALH**	None	$34.59	$34.59
308		Basic Time - per quarter hour@@	**ALT**	None	$21.44	$21.44
309		Overtime - per quarter hour@@	**ALT**	None	$28.01	$28.01
310		Premium Time - per quarter hour@@	**ALT**	None	$34.59	$34.59
311						
312	Miscellaneous	Performance Data	**Not Applicable**	ICB	ICB	ICB
313		Special Request Processing	**Not Applicable**	ICB	ICB	ICB
314						
315	Dark Fiber - Interoffice	Zone 1 per fiber per foot per month	**ULNCF**	$0.007836	None	None
316		Zone 2 per fiber per foot per month	**ULNCF**	$0.006776	None	None
317		Zone 3 per fiber per foot per month	**ULNCF**	$0.005954	None	None
318		Dark fiber to Collo Cross-Connect	**UCXPX**	$1.71	$65.87	$48.44
319						
320	BCR	Per local message	**Not Applicable**	$0.06	None	None
321		Per interstate local message	**Not Applicable**	$0.045	None	None
322						

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1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
323	Clearinghouse	Per originating message	**Not Applicable**	$0.02	None	None
324		Per end user message billed	**Not Applicable**	$0.05	None	None
325						
326	E911	Trunk Charge per channel	**Not Applicable**	$39.00	None	None
327						
328	Intercompany Terminating Compensation for Local Traffic Tandem Switching per MOU		**ZZUR1**	$0.00	None	None
329	Blended Transport		**Not Applicable**	$0.00	None	None
330	Common Transport					
331		Termination MOU Zone 3 (Urban)	**ZZUST**	$0.00	None	None
332		Termination MOU Zone 2 (Suburban)	**ZZUST**	$0.00	None	None
333		Termination MOU Zone 1 (Rural)	**ZZUST**	$0.00	None	None
334		Termination MOU Interzone	**ZZUST**	$0.00	None	None
335		Transport Facility - All zones	**ZZURF**	$0.00	None	None
336	End Office Switching - Set Up		**ZZUR8**	$0.00	None	None
337	End Office Switching - Duration		**ZZUR2**	$0.00	None	None
338						
339	Optional Area Transit	Optional EAS Transit and Termination Cost per MOU	**ZZUR2**	$0.002487	None	None
340		Optional EAS Transit Service	**ZZUTN**	$0.001030	None	None
341						
342	EAS Additive paid by CLEC to SBC per MOU	For toll-free calls made by a SBC TEXAS customer from a metro exchange to an exchange contiguous to a metro exchange		$0.024		
343		For toll-free call 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.		$0.0355		
344						
345	Transit Compensation	Transit Rate	**ZZUTN**	$0.000960	None	None
346		Tandem Switching	**Not Applicable**	$0.000794	None	None
347		Common Transport Termination Facility per mile	**Not Applicable**	$0.000002	None	None
348		Common Transport Termination MOU	**Not Applicable**	$0.000135	None	None
349						
350						
351	Poles, Ducts, and Conduit	Pole Attachment per pole per year	**Not Applicable**	$2.85	None	None
352		Conduit Space, per duct foot per year	**Not Applicable**	$0.63	None	None
353		Inner Duct, per duct foot per year	**Not Applicable**	$0.315	None	None
354		Fee for Admin. Approval of requests for pole attachment and conduit space	**Not Applicable**	None	None	None
355						
356	NXX	NXX Migration per NXX	**Not Applicable**	None	$7,500.00	$7,500.00
357						
358	Business					
359	LOCAL EXCHANGE SERVICE					
360		Business 1 Party		21.60%	21.60%	
361		Business - Multi-Line Hunting		21.60%	21.60%	
362		Business - Measured		21.60%	21.60%	
363		Business - Measured (HTG Class of Service)		21.60%	21.60%	
364		Customer Operated Pay Telephone (COPT)		21.60%	21.60%	
365						
366	EXPANDED LOCAL CALLING					
367		EMS - Optional		21.60%	21.60%	
368		Expanded Local Calling (Mandatory)		21.60%	21.60%	
369		Extended Area Calling Service - Optional		21.60%	21.60%	
370		Mandatory EACS - Hotel/Motel Measured Trunk		21.60%	21.60%	
371		Mandatory EACS - Multi-Line Hunting		21.60%	21.60%	
372		Mandatory EACS - One element measured, 1-party		21.60%	21.60%	
373		Mandatory EACS - PBX Trunk		21.60%	21.60%	
374		Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%	
375						
376	VERTICAL SERVICES					
377		Anonymous Call Rejection		21.60%	21.60%	
378		Auto Redial		21.60%	21.60%	

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
379		Auto Redial - Usage Sensitive		21.60%	21.60%	
380		Call Blocker		21.60%	21.60%	
381		Call Forwarding		21.60%	21.60%	
382		Call Forwarding - Busy Line		21.60%	21.60%	
383		Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	
384		Call Forwarding - Don't Answer		21.60%	21.60%	
385		Call Return		21.60%	21.60%	
386		Call Return - Usage Sensitive		21.60%	21.60%	
387		Call Trace		21.60%	21.60%	
388		Call Waiting		21.60%	21.60%	
389		Calling Name		21.60%	21.60%	
390		Calling Number		21.60%	21.60%	
391		ComCall®		21.60%	21.60%	
392		Personalized Ring (1 dependent number)		21.60%	21.60%	
393		Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	
394		Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	
395		Priority Call		21.60%	21.60%	
396		Remote Access to Call Forwarding		21.60%	21.60%	
397		Selective Call Forwarding		21.60%	21.60%	
398		Simultaneous Call Forwarding		21.60%	21.60%	
399		Speed Calling 8		21.60%	21.60%	
400		Speed Calling 30		21.60%	21.60%	
401		Three Way Calling		21.60%	21.60%	
402						
403	DID					
404		DID (First Block of 100 - Category 1)		21.60%	21.60%	
405		DID (First Block of 10 - Category 1)		21.60%	21.60%	
406		DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%	
407		DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%	
408		DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%	
409		DID (with dial pulse)		21.60%	21.60%	
410		DID (with Multifrequency)		21.60%	21.60%	
411		DID (with Dual-Tone Multifrequency)		21.60%	21.60%	
412		DID (1st 10 Trunks or access lines)		21.60%	21.60%	
413		DID (11th thru 50th trunk or network access line)		21.60%	21.60%	
414		DID (51st trunk or network access line)		21.60%	21.60%	
415						
416	TRUNKS					
417		Trunk		21.60%	21.60%	
418						
419	AIN					
420		Area Wide Networking		21.60%	21.60%	
421		Caller Intellidata®		21.60%	21.60%	
422		Disaster Routing Service		21.60%	21.60%	
423		Intelligent Redirectsm		21.60%	21.60%	
424		IntelliNumber		21.60%	21.60%	
425		Positive ID		21.60%	21.60%	
426						
427	OTHER					
428		Customer Alerting Enablement		21.60%	21.60%	
429		Grandfathered Services		21.60%	21.60%	
430		Hot Line		21.60%	21.60%	
431		Hunting		21.60%	21.60%	
432		Night Number associated with Telephone Number		21.60%	21.60%	
433		Night Number associated with a Terminal		21.60%	21.60%	
434		Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	
435		Promotions (Greater than 90 days)		21.60%	21.60%	
436		Preferred Number Service		21.60%	21.60%	
437		Telebranch®		21.60%	21.60%	
438		TouchTone (Business)		21.60%	21.60%	

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
439		TouchTone (Trunk)		21.60%	21.60%	
440		Voice Dial		21.60%	21.60%	
441		Warm Line		21.60%	21.60%	
442						
443	Data Services					
444		Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.60%	21.60%	
445		PBX Trunks		21.60%	21.60%	
446		DS3		21.60%	21.60%	
447						
448	ISDN					
449		Digilinesm (ISDN BRI)		21.60%	21.60%	
450		Select Video Plus®		21.60%	21.60%	
451		Smart Trunksm (ISDN PRI)		21.60%	21.60%	
452		SuperTrunk		21.60%	21.60%	
453						
454	TOLL					
455		IntraLATA MTS		21.60%	21.60%	
456		MaxiMizer 800®		21.60%	21.60%	
457		OutWATS		21.60%	21.60%	
458		900/976 Call Restriction		21.60%	21.60%	
459		976 Information Delivery Service		0%	0%	
460		Access Services		0%	0%	
461		Additional Directory Listings		21.60%	21.60%	
462		Bill Plus		5%	5%	
463		Cellular Mobile Telephone Interconnection Services		0%	0%	
464		**Suspension/Restoration of Service Company Initiated Suspend/Restore**				
465		Restoration Charge (Company Initiated Suspend/Restore)			21.60%	
466						
467		**Customer Initiated Suspend/Restore (Vacation Service, Temporary Suspension)**				
468		Rate for Local Exchange Access during period of temporary suspension (Customer Initiated Suspend/Restore)		21.60%	21.60%	
469		Rate for period of suspension per Centrex station suspended		21.60%	21.60%	
470		Connections with Terminal Equipment and Communications Equipment		0%	0%	
471		Consolidated Billing		5%	5%	
472		Construction Charges		0%	0%	
473		Distance Learning		21.60%	21.60%	
474		Exchange Connection Service		0%	0%	
475		Maintenance of Service Charges		0%	0%	
476		Shared Tenant Service		0%	0%	
477		Telecommunications Service Priority Systems		0%	0%	
478		Toll Restriction		21.60%	21.60%	
479						
480		Electronic Billing Information Data (daily usage) per message		$0.000323	NA	
481						
482		Local disconnect Report (LDR) Per WTN		$0.003	NA	
483						
484	OPTIONAL TOLL CALLING PLANS					
485		1+SAVERsm		21.60%	21.60%	
486						
487	PLEXAR®					
488		Plexar I®		21.60%	21.60%	
489		Plexar II®		21.60%	21.60%	
490		Plexar Custom		21.60%	21.60%	
491						
492	PRIVATE LINE					
493		Analog Private Lines		21.60%	21.60%	
494		Business Video Service		21.60%	21.60%	
495		DOVLink		21.60%	21.60%	
496		Frame Relay		21.60%	21.60%	
497		MegaLink I®		21.60%	21.60%	

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
498		MegaLink II®		21.60%	21.60%	
499		MegaLink III®		21.60%	21.60%	
500		MicroLink I®		21.60%	21.60%	
501		Network Reconfiguration Service		21.60%	21.60%	
502						
503	RESIDENCE					
504	LOCAL EXCHANGE SERVICE					
505		Life Line and Link Up America Services		21.60%	21.60%	
506		Residence 1 Party		21.60%	21.60%	
507		Residence Measured		21.60%	21.60%	
508						
509	EXPANDED LOCAL CALLING					
510		Expanded Local Calling (Mandatory)		21.60%	21.60%	
511		Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%	
512		Mandatory EACS - One element measured, 1 Party		21.60%	21.60%	
513		EMS - Optional		21.60%	21.60%	
514		Extended Area Calling Service - Optional		21.60%	21.60%	
515						
516	VERTICAL SERVICES	Anonymous Call Rejection		21.60%	21.60%	
517		Auto Redial		21.60%	21.60%	
518		Auto Redial - Usage Sensitive		21.60%	21.60%	
519		Call Blocker		21.60%	21.60%	
520		Call Forwarding		21.60%	21.60%	
521		Call Forwarding - Busy Line		21.60%	21.60%	
522		Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	
523		Call Forwarding - Don't Answer		21.60%	21.60%	
524		Call Return		21.60%	21.60%	
525		Call Return - Usage Sensitive		21.60%	21.60%	
526		Call Trace		21.60%	21.60%	
527		Call Waiting		21.60%	21.60%	
528		Calling Name		21.60%	21.60%	
529		Calling Number		21.60%	21.60%	
530		ComCall®		21.60%	21.60%	
531		Personalized Ring (1 dependent number)		21.60%	21.60%	
532		Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	
533		Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	
534		Privacy Manaager		21.60%	21.60%	
535		Priority Call		21.60%	21.60%	
536		Remote Access to Call Forwarding		21.60%	21.60%	
537		Selective Call Forwarding		21.60%	21.60%	
538		Simultaneous Call Forwarding		21.60%	21.60%	
539		Speed Calling 8		21.60%	21.60%	
540		Three Way Calling		21.60%	21.60%	
541						
542	ISDN	Digiline sm		21.60%	21.60%	
543						
544	Toll	Home 800sm				
545		IntraLATA MTS		21.60%	21.60%	
546		900/976 Call Restriction		21.60%	21.60%	
547		976 Information Delivery Service		0%	0%	
548						
549	OTHER					
550		Customer Alerting Enablement		21.60%	21.60%	
551		Grandfathered Services		21.60%	21.60%	
552		Hot Line		21.60%	21.60%	
553		Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	
554		Promotions (Greater than 90 days)		21.60%	21.60%	
555		Preferred Number Service		21.60%	21.60%	
556		TouchTone		21.60%	21.60%	
557		Voice Dial		21.60%	21.60%	

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
558		Warm Line		21.60%	21.60%	
559						
560	Directory Assistance Services - Resale			21.60%	21.60%	
561		Additional Directory Listings		21.60%	21.60%	
562		Bill Plus		5%	5%	
563		Cellular Mobile Telephone Interconnection Services		0%	0%	
564	Local Operator Assistance Service - Resale			21.60%	21.60%	
565						
566	Resale Call Branding (DA/OS)	Per branded call		$0.02729	None	None
567		Per load/change per TOPS switch per brand		None	$2,156.17	$2,156.17
568						
569	Resale Rate/Reference Info - OS/DA	Per load/change/TOPS switch		None	pd. per stipulation	$1,500.00
570						
571	OSS	System Access		None	None	None
572		Remote Facility per port - Direct Connection		None	None	None
573		Remote Facility per port - Dial-up Connection		None	None	None
574						
575	White Pages Info Pages	Information Pages per year per book (Zone 1)		None	$2.83	None
576		Information Pages per year per book (Zone 2)		None	$5.99	None
577		Information Pages per year per book (Zone 3)		None	$32.62	None
578		Information Pages per year per book (Zone 4)		None	$323.37	None
579		Information Pages per year per book (Zone 5)		None	$531.48	None
580		Information Pages per year per book (Zone 6)		None	$924.07	None
581		White Page Directory Listings		Foreign, Enhanced, Additional Listings and Non-Published Service		See General Exchange Tariff at 100% of Tariff Rate
582						
583	Directory Assistance Listing (DAL)	DA per call	**ZZUO3**	$0.37	None	None
584		DA per call Credit	**ZZUO4**	$0.37	None	None
585		DACC	**ZZUO7**	$0.15	None	None
586		Non-Published EMS		$1.87	None	None
587		National Directory Assistance (NDA)	**ZZUO5**	$0.65		
588		National Directory Assistance (NDA) Credit	**ZZUO6**	$0.65		
589		Reverse Directory Assistance (RDA)	**ZZUO8**	$0.65		
590		Reverse Directory Assistance (RDA) Credit	**ZZUO9**	$0.65		
591		Business Category Search (BCS)	**ZZUOB**	$0.65		
592	Mutual Licensing DA Listings	Per listing		$0.0585	None	None
593						
594	Operator Services Call Completion Services	Operator Assisted and Semi-Auto per work sec.	**ZZUO2**	$0.01335	None	None
595		Operator Services - Fully Automated Call Processing (Per completed automated call) including Fully Automated Collect, Bill to Third Number, and Calling Card Service	**ZZUO1**	$0.06718		
596						
597	Branding - Resellers - OS/DA	- Initial/subsequent Load	**NRBDG**	NA	$1,234.28	$1,234.28
598		- Per Call	**ZZUCB**	$0.02729	NA	
599						
600	Rate Reference - Resellers - OS/DA	- Initial Load	**NRBDL**	NA	$1,500.00	
601		- Subsequent Load	**NRBDM**	NA	$1,500.00	
602						
603	UNE/Facility Based Rate/Reference Info	Per load/change/TOPS switch		None	pd. per stipulation	$1,500.00
604						
605	Customized Routing Resale AIN	Per customer line		$0.10	None	None
606		Per end office (unless previously charged under UNE)		None	$85.00	$85.00
607		SOAC Table Work (unless previously charged under UNE)		None	$6,201.00	$6,201.00
608		Development 1st LSP		None	$390,645.00	None
609		Development Subsqt LSP		None	ICB	None
610						

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOCs**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
611	**Manual Service Order Charges - Resale**	Manual New - Simple		None	$5.00	None
612		Manual Change - Simple		None	$5.00	None
613		Manual Record - Simple		None	$5.00	None
614		Manual Disconnect - Simple		None	$5.00	None
615		Manual Suspend/Restore - Simple		None	None	None
616		Manual Expedited - Simple		None	$5.00	None
617		Manual Customer Not Ready - Simple		None	$5.00	None
618		ManualDue Date Change or Cancellation - Simple		None	$5.00	None
619		Manual New - Complex		None	$91.93	None
620		Manual Change - Complex		None	$62.56	None
621		Manual Record - Complex		None	$62.17	None
622		Manual Disconnect - Complex		None	$52.83	None
623		Manual Suspend/Restore - Complex		None	$62.56	None
624		Manual Expedited - Complex		None	$91.93	None
625		Manual Customer Not Ready - Complex		None	$91.93	None
626		Manual Due Date Change or Cancellation - Complex		None	$91.93	None
627						
628	Electronic UNE/Resale Service Order Charge (Flow-Thru)	Electronic New - Simple		None	$2.58	None
629		Electronic Change - Simple		None	$2.56	None
630		Electronic Record - Simple		None	$0.80	None
631		Electronic Disconnect - Simple		None	$1.22	None
632		Electronic Suspend/Restore Simple		None	None	None
633		Electronic Expedited Simple		None	$2.58	None
634		Electronic Customer Not Ready Simple		None	$2.58	None
635		Electronic Due Date Change or Cancellation Simple		None	$2.58	None
636						
637	Conversion Order Charges for Resold Services	Electronic Simple		None	$2.56	None
638		Electronic Complex		None	$62.56	None
639		Simple Manual		None	$2.56	None
640		Complex Manual		None	$62.56	None
641		**PIC Change Charge**		None	$2.58	None
642						

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS
AND
WESTERN COMMUNICATIONS, INC.

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is dated as of May 8, 2006, by and between Southwestern Bell Telephone, L.P.[1] d/b/a AT&T Texas ("AT&T Texas") and Logix Communications (f/k/a Western Communications, Inc.), with its principal offices at 2950 North Loop West, Suite 1200, Houston, TX 77092 ("Logix").

WHEREAS, AT&T Texas and Western Communications, Inc. ("Western") are the parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of August 26, 2005 (the "Agreement"); and

WHEREAS, Western has changed its name to "Logix Communications", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Texas and Logix hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Western Communications, Inc." to "Logix Communications".

2. AT&T Texas shall reflect that name change from "Western Communications, Inc." to "Logix Communications" only for the main billing account (header card) for each of the accounts previously billed to Western. AT&T Texas shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Texas' 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, Logix affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Western with AT&T Texas for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

3. Once this Amendment is effective, Logix shall operate with AT&T Texas under the "Logix Communications" name for those accounts. Such operation shall include, by way of example only, submitting orders under Logix, and labeling (including re-labeling) equipment and facilities with Logix.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

6. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on

[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Texas as "AT&T Texas".

Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T Texas shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T Texas has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T Texas state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T Texas' right to exercise its option at any time to adopt on a date specified by AT&T Texas the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

7. This Amendment shall be filed with and is subject to approval by the Public Utility Commission of Texas and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

Logix Communications

By: Howard J. Siegel

Printed: Howard Siegel

Title: VP External & Regulatory Affairs
(Print or Type)

Date: 5/2/06

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas by AT&T Operations, Inc., its authorized agent

By: Rebecca L. Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: MAY 8 2006

FACILITIES-BASED OCN # 2826

ACNA DOB

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS AND LOGIX COMMUNICATIONS

This Amendment amends the Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas[1] ("AT&T") and Logix Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Texas.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated August 26, 2005 (the "Agreement"); and

WHEREAS, the Public Utility Commission of Texas issued an order ("Order") in Docket No. 31303, on April 7, 2006, setting forth the methodology to determine AT&T Texas Wire Centers which are non-impaired;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement the terms and conditions established by the Order;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in Attachment A attached hereto.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

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[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Texas as AT&T Texas.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").

10. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

    In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 19th day of July, 2006, by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Logix Communications

By: Howard I Siegel

Printed: Howard Siegel

Title: VP External & Regulatory Affairs
(Print or Type)

Date: 7/7/06

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas by AT&T Operations, Inc., its authorized agent

By: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 7/19/06

FACILITIES-BASED OCN # 2826

ACNA DOB

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS AND LOGIX COMMUNICATIONS

WHEREAS, AT&T Texas and (CLEC) are parties to a certain Interconnection Agreement ("ICA") under Sections 251 and 252 of the Telecommunications Act of 1996 ("Act") approved by the Public Utility Commission of Texas (the "Commission" or "TPUC"), as may have been amended prior to the date hereof (the "Agreement");

WHEREAS, in Docket No. 28821 the Commission ordered parties to engage in negotiations to reach a solution regarding the measurement and billing of CLEC power consumption in collocation arrangements; and

WHEREAS, Southwestern Bell Telephone, L.P. d/b/a AT&T Texas[1] (**"AT&T TEXAS"**) and certain of the CLEC community engaged in such negotiations and presented a negotiated settlement as the proposed solution to the Commission, approved in the Commission Order dated September 27, 2006; and

WHEREAS, AT&T TEXAS currently provides power delivery to CLEC collocation arrangements in accordance with the terms of the parties' Interconnection Agreement and/or Commission-approved physical and virtual collocation tariffs;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment—Collocation Power, the Parties hereby amend their Agreement to supplement the existing terms and conditions, in Appendix Collocation, if any, and/or the AT&T Texas Local Access Service Tariff, Section 5 (effective October 28, 2001) ("AT&T Texas Physical Collocation Tariff") and/or the AT&T Texas Access Service Tariff, Section 26 (effective October 28, 2001) ("AT&T Texas Virtual Collocation Tariff") (collectively, the "Collocation Tariffs"), with the terms and conditions related to collocation power, and to replace or supplement the related rates in the Collocation Tariffs as set forth below and in the Attachments hereto.

1. DEFINED TERMS

1.1 A defined word intended to convey its special meaning is capitalized when used, and its definition can be found in this Amendment. Other terms that are capitalized and not defined in this Amendment will have the meaning in the Collocation Tariffs.

1.2 Definitions

1.2.1 **Power Delivery Arrangement**.

1.2.1.1 Pursuant to AT&T Texas Physical Collocation Tariff Paragraph 20.17, the Standard DC Power Delivery Arrangement for caged and caged common collocation includes the placement (by AT&T Texas) of two (2) DC power cable feeds to provide 40, 100 or 200 AMPS of power (expressed as 2-20 AMP feeds, 2-50 AMP feeds, or 2-100 AMP feeds), to caged and caged common collocation. For cageless collocation, the collocator will provide and install its own power cable feeds with an AT&T Texas approved power installation vendor and the rate will only include rack occupancy for the power cables. Rates and charges for such DC Power Delivery Arrangements are as found in Paragraph 21.17 of the AT&T Texas Physical Collocation Tariff. A Non-Standard DC Power Delivery Arrangement includes the placement of two (2) DC power cable feeds to provide other than 40, 100 or 200 AMPs of power (expressed as 2-20 AMP feeds, 2-50 AMP feeds, or 2-100 AMP feeds).

[1] Southwestern Bell Telephone, L.P., a Texas limited partnership is now doing business in Texas as AT&T Texas.

1.2.1.2 Pursuant to AT&T Texas Virtual Collocation Tariff Section 26.13.1, the Standard DC Power Delivery Arrangement for virtual collocation consists of the cable rack occupancy for the collocator provided power cables expressed as a monthly rate. In the event that a collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T Texas will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Rates and charges for such DC Power Delivery Arrangements are specified in Section 26.13.3(E) of the AT&T Texas Virtual Collocation Tariff. A Non-Standard DC Power Delivery Arrangement includes the placement of two (2) DC power cable feeds to provide other than 40 or 100 AMPs of power (expressed as 2-20 AMP feeds or 2-50 AMP feeds).

1.2.2 **Power Board:** Main or Primary distribution point for DC power. Associated fuses are located at this point. The Power Board is the point of connection for Power Delivery Arrangements of 200 AMPs (i.e., a 100 AMP A lead and a 100 AMP B lead).

1.2.3 **Battery Distribution Fuse Bay (BDFB):** Secondary distribution point for DC power. Associated fuses are located at this point. The BDFB is the point of connection for Power Delivery Arrangements of 100 AMPs (i.e., a 50 AMP A lead and a 50 AMP B lead), or less.

1.2.4 **CLEC Requested Amperage:** The amount of Amperage, designated in single AMP increments, CLEC will require per Power Delivery Arrangement. The minimum CLEC Requested Amperage is 5 AMPs and the engineered capacity of a single lead in the Power Delivery Arrangement is the maximum. For example, in a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead, 50 AMPs would be the maximum CLEC Requested Amperage that could be specified for this arrangement. The CLEC Requested Amperage will be used as the basis for billing CLEC for DC Power on a monthly basis.

1.2.5 **CLEC Doing its Own Work ("CDOW"):** When the collocator selects the option to provide, install, and terminate power cabling with an AT&T Approved Tier 1 Power Vendor.

1.2.6 **Approved Tier 1 Power Vendor:** These vendors are approved by AT&T to perform central office power installations for AT&T's ILECs and for CLECs in AT&T 13-States collocation and common areas. A list of Approved Tier 1 Power Vendors can be found in Appendix F of the collocation handbook.

2.0 COLLOCATION POWER

The following terms of this Amendment apply to all virtual and physical caged and cageless collocation arrangements.

2.1 CLEC POWER CONSUMPTION BASED ON CLEC REPORTED POWER USAGE

2.1.1 For purposes of billing for DC Power Consumption, with the execution of this Amendment, CLEC elects to report power usage for CLEC Requested Amperage by following the self-certification requirements set forth in Section 2.5.1 herein.

2.1.2 If CLEC elects to report CLEC Requested Amperage, then the CLEC Requested Amperage shall be the basis for billing at the monthly power consumption rates, as specified in Section 2.4.1 herein.

2.1.2.1 AT&T Texas will continue to apply the current fuse for Standard and Non-standard Power Delivery Arrangements ordered by the CLEC at a minimum of 125% of the amperage of the ordered capacity of the Power Delivery Arrangement. For example, in a 200 AMP Power Delivery Arrangement consisting of a 100 AMP A lead and a 100 AMP B lead, the A lead and the B lead would be fused at a minimum of 125 AMPs each.

2.1.2.2 Pursuant to the terms of the Collocation Tariffs, CLEC will be permitted to order Non-standard Power Delivery Arrangements on an ICB basis.

2.1.2.3 CLEC can request that AT&T Texas supply power over both an A feed and B feed, but CLEC will only be billed for the CLEC Requested Amperage (provided the combined use of the A feed and B feed does not exceed the CLEC Requested Amperage).

2.2 CHANGES TO POWER DELIVERY ARRANGEMENTS PROVISIONED AT THE BDFB OR POWER BOARD-EXISTING ARRANGEMENTS

2.2.1 For Power Delivery Arrangements existing as of the Effective Date that are provisioned at the BDFB or Power Board, AT&T Texas will allow the Power Delivery Arrangement to remain as fused at the BDFB or at the Power Board, except under the following scenarios covered by Sections 2.2.1.1, 2.2.1.2 and 2.2.1.3.

2.2.1.1 The following terms apply if the CLEC Requested Amperage results in a decrease in usage that should result in a reduction in the Standard Power Delivery Arrangement as defined in the AT&T Texas Physical Collocation Tariff, e.g., from a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead to a 40 AMP Power Delivery Arrangement consisting of a 20 AMP A lead and a 20 AMP B lead. If the Power Delivery Arrangement is and can remain provisioned from the AT&T Texas BDFB, then there would be no change in fusing or power cables associated with the reported decrease in usage. If the Power Delivery Arrangement is provisioned from the AT&T Power Board and the CLEC Requested Amperage would normally necessitate the Power Delivery Arrangement be provisioned from the AT&T Texas BDFB instead of the AT&T Texas Power Board and if the AT&T Texas Power Board is at a point of congestion (80% of fuse positions utilized) that would necessitate expansion, the CLEC will reimburse AT&T Texas for all costs associated with re-provisioning the Power Delivery Arrangement at the BDFB, i.e., from a 200 AMP Power Delivery Arrangement consisting of a 100 AMP A lead and a 100 AMP B lead to a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead. Thus, if the CLEC is on the Power Board and submits a CLEC Requested Amperage of less than 51 AMPs, and the Power Board is congested, then a move from the Power Board to the BDFB is required. These charges will consist of all Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A.

2.2.1.2 The following terms apply if the CLEC Requested Amperage results in an increase in usage that requires an increase in the Standard Power Delivery Arrangement, i.e. from a 40 AMP Power Delivery Arrangement consisting of a 20 AMP A lead and a 20 AMP B lead being increased to a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead. The Power Delivery Arrangement can remain provisioned from the AT&T Texas BDFB and there would be no change in fusing or power cables associated with the reported increase in usage provided the existing Power Delivery Arrangement has been engineered to carry the increased usage. The new CLEC Requested Amperage can be no greater than the engineered capacity for the Power Delivery Arrangement (e.g., the CLEC may not request more than 50 AMPs on a Power Delivery Arrangement provisioned for 100 AMPs). If the CLEC Requested Amperage will necessitate that the Power Delivery Arrangement be provisioned from the AT&T Texas Power Board instead of the AT&T Texas BDFB and if the AT&T Texas main Power Board is NOT at a point of congestion (80% of fuse positions utilized) that would necessitate expansion, the CLEC will reimburse AT&T Texas for all costs associated with re-provisioning the Power Delivery Arrangement at the Power Board, including all Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A. Any CLEC Requested Amperage of 51 AMPs and above will require the CLEC to have a Collocation Interconnection Power Panel ("CIPP") panel. If the CLEC Requested Amperage will necessitate that the Power Delivery Arrangement be provisioned from the AT&T Texas Power Board instead of the AT&T Texas BDFB and if such provisioning will cause the AT&T Texas main Power Board to reach a point of congestion (80% of fuse positions utilized), then AT&T will accommodate CLEC's request under the terms of Sections 2.2.1.3 and 2.2.2. The CLEC will reimburse AT&T Texas for

all costs associated with re-provisioning its Power Delivery Arrangement at the Power Board, including all Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A.

2.2.1.3 If AT&T Texas discovers that there are Power Delivery Arrangements terminated at the AT&T Texas Power Board that are not consistent with Power Delivery Arrangements normally terminated at the Power Board pursuant to Section 1.2.2 and the AT&T Texas Power Board is at a point of congestion (80% of fuse positions utilized) that would require AT&T Texas to incur the expense of expansion, AT&T Texas will require the CLEC to reimburse AT&T Texas for all costs associated with re-provisioning the Power Delivery Arrangement(s) from the AT&T Texas Power Board to the AT&T Texas BDFB, including Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A. The costs and charges associated with re-provisioning the Power Delivery Arrangement(s) from the AT&T Texas Power Board to the AT&T Texas BDFB will be waived if the original decision to provision the arrangement at the Power Board was made by AT&T Texas and was not requested by the CLEC in its collocation application.

2.2.2 If power re-arrangement is required under Section 2.2.1 above, CLEC Power Delivery Arrangements will be removed from the AT&T Texas Power Board and moved to the BDFB in the following manner. AT&T Texas will identify CLEC(s) with the lowest reported load(s) below 51 AMPs served from the AT&T Texas Power Board. Maintaining an order from lowest to highest CLEC Requested Amperage, each CLEC will be selected to move and be serviced from the AT&T Texas BDFB under the terms and conditions herein. If 2 or more CLECs should report equal CLEC Requested Amperage and qualify for removal, then both/all will be selected to move without discrimination, so long as one is required to alleviate the identified congestion on the AT&T Texas Power Board. The total number of CLEC Power Delivery Arrangements to be moved from the AT&T Texas Power Board to the AT&T Texas BDFB will be the total required to restore the AT&T Texas Power Board to no greater than 65% utilization of fuse positions after the request triggering the need for loads to be moved is met.

If the Power Board is at 80% congestion, the process for notification and rearrangement will be as follows:

2.2.2.1 Collocation Account Manager will send a congestion notification letter and a quote letter via email to the affected CLEC(s) (with a follow up hard copy in the US Mail). The notification and quote letters will be sent to both the individual who is signing the power self-certification form, as well as to the Notices person under the Interconnection Agreement (ICA)

2.2.2.2 AT&T Texas will provide in the congestion notification letter the following information to the CLECs served on the specific Power Board:

a. Total number of fuse positions available on the Power Board,
b. Number of fuse positions currently taken,
c. Number of fuse positions required to fulfill existing requests for additional fuse positions, and
d. Number of CLEC fuse positions with CLEC Requested Amperage at less than 51 AMPs.

2.2.2.3 A CLEC request for independent verification must be received within five (5) business days subsequent to receiving the information identified in section 2.2.2.2 above. AT&T Texas, within three (3) business days of a CLEC request for independent verification, will notify all affected CLECs of the date and time for the independent verification meeting with an Approved Tier 1 Power Vendor at the primary Power Board to validate total number of positions available, number of positions currently taken, and identify the specific CLEC positions with CLEC Requested Amperage at less than 51 AMPs. There will be no charge to CLECs for any independent verification.

CLEC must notify its Collocation Account Manager within (1) ten (10) business days of receiving the congestion notification and quote letter or (2) five (5) business days following the independent verification, whichever is later, if it is interested in coordinating this as a project with other CLECs.

2.2.2.4 If two (2) or more CLECs express interest, AT&T will share names and contacts with the interested parties no later than three (3) business days following notification by the CLECs of interest. Within five (5) business days of AT&T Texas providing joint CLEC contact information, one of the affected parties must request a group quote from AT&T Texas. AT&T Texas will provide the group quote to all affected CLECs within five (5) business days based on the number of CLECs involved and number of Power Delivery Arrangements to be moved. In such event, the applicable Project Management fees will be pro-rated across the participating CLECs. If, after receiving the group quote, an affected CLEC does not wish to participate in the coordinated move, that CLEC must notify AT&T and the remaining affected CLECs within eight (8) business days of receipt of the group quote. In such case, all affected CLECs will proceed on an individual basis rather than as a group project. Each CLEC must submit its augment application to the Collocation Service Center (CSC) within ten (10) business days of receipt of the group quote, regardless of whether the project is continuing as a coordinated move or whether the CLECs are proceeding on an individual basis. CLEC and AT&T Texas will have forty-five (45) calendar days from the date of the augment application to complete the job. Full payment of AT&T quoted fees must be received by AT&T Texas prior to job completion.

2.2.2.5 If an individual CLEC does not wish to participate in a coordinated move and does not wish to change its reporting to 51 AMPs or above to maintain service from the AT&T Texas Power Board, as stated in paragraph 2.2.3 , then that CLEC must submit its augment application, and pay the individual quoted amount provided under paragraph 2.2.2.1 The individual CLEC must submit its augment application to the Collocation Service Center (CSC) within (1) ten (10) business days of receiving the congestion notice and quote letter, or (2) five (5) business days following the independent verification, whichever is later. CLEC and AT&T Texas will have forty-five (45) calendar days from the augment application to complete the job. Full payment of AT&T quoted fees must be received by AT&T Texas prior to job completion.

2.2.2.6 The following are the steps in the process and/or items that may require coordination:

a. AT&T Texas notice and quote letter to CLECs that Power Board is at 80% congestion.

b. CLEC notice to AT&T Texas via a collocation account manager that they desire to manage the power rearrangements as a project.

c. Application from each CLEC.

d. Agreement that application and work effort are not subject to performance measures.

e. Utilization of the same Approved Tier 1 Power Vendor by the CLECs.

f. One coordinated Job Start Agreement and Method Of Procedures (JSA/MOP) with same vendor – maintenance window (night).

g. Agreement to have work performed during the same maintenance windows.

h. The provisioning of a DC Power Delivery Arrangement at the BDFB in the cageless and virtual environment would be installed by CDOW, consistent with all applicable terms of the Collocation Tariffs, including but not limited to Section 5, Part 20.17 of the AT&T Texas Physical Collocation Tariff for cageless and Section 26.1.1(C) of the Virtual Collocation Tariff for virtual. The provisioning of a DC Power Delivery Arrangement at the AT&T Texas BDFB in the caged environment would be the responsibility of AT&T Texas under the terms of the AT&T Texas Physical Collocation Tariff Section 5, Part 20.17.

i. Cable replacement/discontinuance of the existing Power Delivery Arrangement at the Power Board in the cageless and virtual environment would be CDOW under the terms of the Collocation Tariffs referenced above. Cable discontinuance of the existing Power Delivery Arrangement at the Power Board in the caged environment would be the responsibility of AT&T Texas under the terms of the AT&T Texas Physical Collocation Tariff Section 5, Part 20.17.

2.2.2.7 Full payment of AT&T Texas quoted fees must be received by AT&T prior to job completion.

2.2.3 Only CLEC Requested Amperage below 51 AMPs will qualify for selection to be relocated from the AT&T Texas Power Board to the AT&T Texas BDFB at the point of congestion. After AT&T Texas notifies a given CLEC that the CLEC load is subject to removal, within ten (10) business days of the CLEC receiving the quote from AT&T Texas, the CLEC shall have the option to change its reporting to 51 AMPs to maintain service from the AT&T Texas Power Board. If a CLEC chooses to report and be billed for consumption of 51 AMPs or above to avoid relocation in a congestion situation, the CLEC will be billed at new reported consumption rate for a minimum of one year after this change. There will be no fees associated with the change in reported AMPs.

2.2.4 During the 12–month period following the Effective Date, AT&T Texas agrees that the Power Rearrangement (Cable Removal) Application Fee in Attachment A is waived for the CLEC when the CLEC requests to move from a Power Delivery Arrangement that is provided directly from an AT&T Texas Power Board to a Power Delivery Arrangement that is provided directly from an AT&T Texas BDFB. However, CLECs are obligated to reimburse AT&T Texas for the Augment Project Management Fee for Power Rearrangement (Cable Removal), the DC Power Delivery Arrangement Fee, and any applicable Power Cable Removal Fees or Power Fuse Rearrangement Fees in Attachment A.

2.2.5 Except as provided herein, AT&T Texas will not charge CLEC any NRCs for administrative conversion to switch to the new billing arrangement , i.e., to submit a Self Certification Form and change the amount being billed. If the CLEC changes the physical Power Delivery Arrangements, the rates in Attachment A or the Collocation Tariffs, as applicable, shall apply except that AT&T Texas will waive the Power Fuse Rearrangement Fees relating to a fuse change in the first twelve months following the execution of this agreement. Fuse changes beyond the initial twelve month grace period would be subject to the Power Fuse Rearrangement Fees of $1,571.47 at the BDFB and of $1,734.38 at the Power Board as set forth in Attachment A. The rate elements included in these fees are those for Power Reduction (Refusing Only) and would include Power Record Updates, Power Fuse Reductions (10-50- AMPS/100 AMPS), Re-stencil Power and tag cables, Vendor Engineering, Project Management Fees (power fuse change 10-50 AMPs/100 AMPs), and Application Fee (power fuse change 10-50- AMPs/100 AMPs). No other NRCs related to the Power Fuse Rearrangement Fees shall apply.

2.3 PROVISIONING-NEW/AUGMENTING EXISTING ARRANGEMENTS

2.3.1 Standard DC Power Delivery Arrangements

A CLEC may provision a new Power Delivery Arrangement or augment an existing Power Delivery Arrangement consistent with section 20.17 of the Local Access Service Tariff or section 26.13.1 of the Access Service Tariff. All arrangements that are fused at the maximum capacity of the circuit shall be managed by a Secondary Power Distribution Unit (PDU) . The PDU would be found on the AEL (All Equipment List) and approved by AT&T Texas for use in collocation arrangements.

As part of the collocation application, the CLEC will provide an estimate of CLEC Requested Amperage as follows:

1. CLEC Requested Amperage between 5 and 20 AMPs

Arrangements with CLEC Requested Amperage between 5 and 20 AMPs will be provisioned from an AT&T Texas Battery Distribution Fuse Bay (BDFB). The Power Delivery Arrangement will be fused at a minimum of 125% of the ordered capacity of the Power Delivery Arrangement.

2. CLEC Requested Amperage between 21 and 50 AMPs

Arrangements with CLEC Requested Amperage between 21 and 50 AMPs will be provisioned from an AT&T Texas Battery Distribution Fuse Bay (BDFB). The Power Delivery Arrangement will be fused at a minimum of 125% of the ordered capacity of the Power Delivery Arrangement.

3. CLEC Requested Amperage between 51 and 100 AMPs

If the AT&T Texas BDFB will accommodate, Power Delivery Arrangements with CLEC Requested Amperage between 51 and 100 AMPs will be provisioned from an AT&T Texas BDFB. Otherwise, these arrangements will be sourced from an AT&T Texas Power Board. The Power Delivery Arrangement will be fused at a minimum of 125% of the ordered capacity of the Power Delivery Arrangement.

For new or subsequent collocation arrangements, the CLEC shall measure and certify DC power consumption by the 30th day following turnover of collocation space or augment. Once the CLEC has reported their power consumption, CLEC will be billed back to the date which is fifteen (15) calendar days following job turnover.

2.3.2 **Arrangements Not Managed by a Secondary Power Distribution Unit (PDU)**

2.3.2.1 All CLEC Power Delivery Arrangements not terminated on a secondary power distribution unit will be fused at 125% over the CLEC Requested Amperage.

2.3.2.2 In the event that a CLEC's request for power necessitates that AT&T Texas deploy additional power infrastructure, AT&T Texas will notify CLEC of this situation during the standard quote interval, and the provisioning interval for the requested power will be 140 days unless both Parties mutually agree otherwise.

2.4 MONTHLY USAGE RATES

2.4.1 The CLEC Requested Amperage is multiplied times the per ampere rates for HVAC, DC Plant, and AC Usage in Attachment A to determine the total monthly DC Power Consumption and other charges measured based on power consumption amperage.

2.5 BILLING ON SELF CERTIFICATIONS

2.5.1 The following rules will apply to ensure fair and proper reporting and administration of the CLEC Requested Amperage and associated billing:

2.5.1.1 On a semi-annual basis, CLEC will self certify that the usage for each of its Texas collocation Power Delivery Arrangements is less than or equal to the CLEC Requested Amperage. ("Self Certification Process").

2.5.1.1.1 CLECs will complete the Self Certification Form using the Self Certification Form attached to this Amendment as Attachment B. CLEC will email completed Initial Self Certification Form to the CSC ADMN mailbox at M36966@att.com.

2.5.1.1.2 In the event that a CLEC identifies a lead that is missing a 145 P tag, the CLEC will complete the certification for that Power Delivery Arrangement and place the words "no tag found" in the 145 P tag box that corresponds with that Power Delivery Arrangement. The CLEC will then turn the certification form in and will be responsible for providing the information for the missing tags no later than forty (40) calendar days from submission of the certification form to AT&T.

2.5.1.1.3 From the time of certification submission to the forty (40) day point, the CLEC will be billed the reported usage amount for all Power Delivery Arrangements with missing 145 P tags. Failure to provide the 145 P tag information to AT&T Texas within the forty (40) day time period will result in the CLEC being billed

the carrying capacity of one lead for each Power Delivery Arrangement with missing 145 P tags up until such time as the missing information is provided.

2.5.1.1.4 It is the responsibility of the CLEC to hire a Tier 1 Power vendor to obtain the missing 145 P tag information on its behalf for presentation to AT&T Texas.

2.5.1.1.5 The Self Certification Form will be used until the mechanized forms can be accessed on the CLEC On Line website. Once the forms are mechanized, the CLEC will be notified. No sooner than thirty (30) calendar days after such notification, CLEC will begin submitting such information through the mechanized forms. The non-mechanized forms will no longer be accepted by the Collocation Service Center (CSC) ninety (90) days after such notification.

2.5.1.1.6 In a virtual collocation arrangement, the following requirements will apply for the self certification by the CLEC:

- CLEC shall use an Approved Tier 1 Power Vendor to perform amperage reading of the DC power delivery in the virtual arrangement,
- Approved Tier 1 Power Vendor shall follow the existing practices for performing the work in the Central Office, (e.g., the Job Start Agreement and Method Of Procedures (JSA/MOP),
- The Local Field Office (LFO) retains the right of escorting the CLEC's Approved Tier 1 Power Vendor while performing the amperage readings. Existing escort rates for the LFO are applicable as indicated in the Texas Virtual Collocation Tariff, Section 26.17.3.

2.5.1.2 In the semi-annual self certification, CLEC will self certify that there has been a physical site-measured verification (taken no more than six months before the date of the certification) of the total actual usage for each Power Delivery Arrangement and that such actual usage is less than or equal to the CLEC Requested Amperage. Physical measurements shall be taken on the supply side of the DC Power Delivery Arrangement at a point prior to the Power Delivery Arrangement's cabling terminating on collocated equipment. This measurement shall be made on all Power Delivery Arrangements entering a CLEC's collocation arrangement. Each Power Delivery Arrangement shall be identified by providing the relay rack number of the AT&T Texas BDFB or Power Board and the fuse position. If CLEC's prior, semi-annual self certification was based on a physical site-measured verification, the next self certification may be an engineering verification based on CLEC's use of best engineering practices to determine that there are no indications that a change in the total actual usage has occurred since the physical site-measured verification. Best engineering practices shall include but not be limited to consideration of the following: (a) activation or installation of any equipment; (b) activation or modification (e.g., software or hardware) of any equipment; (c) potential DC power increases due to growing CLEC customer base or customer usage; and/or (d) any potential DC power increases due to aging of the CLEC equipment.

2.5.1.3 The CLEC will have up to one-hundred eighty (180) days from the Effective Date of this Amendment to complete the Initial Self Certification Form. The Self Certification Form will include all power arrangements within the specific CLLI 11 for each of their Texas Collocation Arrangements using the procedures set forth in Section 2.5.1.1 above. ("Open Certification Window"). CLECs may submit the Initial Self-Certification Forms prior to the expiration of the Open Certification Window that contain all or part of the DC Power Delivery Arrangements within AT&T Texas' central offices (*i.e.*, CLEC may send in Initial Self-Certification Forms as completed for central offices). However, within the Open Certification Window, in order to be eligible for being billed based on the CLEC Requested Amperage, CLEC must submit an Initial Self-Certification for each Power Delivery Arrangement located in AT&T Texas' central offices. AT&T will process the Initial Self-Certification Form(s) as follows:

2.5.1.3.1 If the CLEC submits Initial Self-Certification Form(s) for all of the CLEC's Power Delivery Arrangements within the first forty (40) days after the Effective Date of this Amendment, upon receipt of the Initial Self Certification Form(s), AT&T Texas will process service orders related to the DC Power Delivery Arrangements reported in the Initial Self-Certification updating billed amperage for DC Power Consumption by CLEC billing account number (BAN) per the information contained on the Self Certification Form, retroactive to the Effective Date of this Amendment, and will true-up any billing that occurred subsequent to the Effective Date.

2.5.1.3.2 If the CLEC submits Initial Self-Certification Form(s) after the first forty (40) days after the Effective Date of this Amendment, but during the Open Certification Window, AT&T Texas will process subsequent Initial Self Certification Forms as received and the effective bill date will be the date the Self Certification Form for all Power Delivery Arrangements, in a specific collocation arrangement, is received by AT&T Texas.

2.5.1.3.3 If CLEC fails to submit the Initial Self Certification Form for all Power Delivery Arrangements, in a specific CLLI 11 within the Open Certification Window (180 days), then the Collocation Account Manager will send a formal letter to the CLEC advising that AT&T Texas has not received the Initial Self Certification Form for the specific CLLI 11, and that the billing for those collocation arrangements will continue to be based on 50% of the ordered and provisioned capacity of the Power Delivery Arrangement, i.e., the capacity of one power lead, until and unless an Initial Self-Certification Form for all Power Delivery Arrangements in a specific CLLI 11 is received.

2.5.1.4 CLEC's subsequent semi-annual Self Certifications will be due on March 31 and September 30 of every calendar year.

2.5.1.4.1 If a Self Certification Form subsequent to the Initial certification is not received by the due date, AT&T Texas will notify the CLEC within five (5) business days of the due date that the certification is delinquent ("first delinquency").

2.5.1.4.2 After receipt of a delinquency notice pursuant to Section 2.5.1.4.1, CLEC will have fifteen (15) calendar days to submit the Self Certification Form. In the event the CLEC fails to submit a Self Certification Form when due, AT&T Texas will continue to bill CLEC based on the prior Self-Certification.

2.5.1.4.3 If the CLEC fails to cure the first delinquency and fails to submit the next consecutive Self Certification (2nd delinquency), AT&T Texas will provide notice of the delinquency pursuant to Section 2.5.1.4.1. If the CLEC fails to cure the 2nd delinquency within ten (10) days of notification, AT&T will convert the billing to the carrying capacity of one lead for all the CLECs collocation arrangements and will begin billing the CLEC pursuant to the terms of the Collocation Tariffs. For avoidance of doubt, such conversion of billing will occur only if the CLEC has not provided any self-certification whatsoever for any and all Power Delivery Arrangements for a period exceeding one calendar year.

2.5.1.5 CLEC will notify AT&T Texas of an increase in CLEC Requested Amperage for a DC Power Delivery Arrangement since the last Self Certification if the actual increase in usage for the DC Power Delivery Arrangement is 10 AMPs or greater over the last self certified amount and the increase occurs between Self Certification dates. CLECs will notify AT&T Texas of a decrease in CLEC Requested Amperage since the last Self Certification if the actual decrease in usage for the arrangement is 10 AMPs or greater from the amount of the last Self Certification and the decrease occurs between Self Certification dates. AT&T Texas will update the CLECs

billing to account for the increase or the decrease in CLEC Requested Amperage on the next billing cycle.

2.5.2 AT&T Texas reserves the right to temporarily reduce the size of the fuse for CLECs in the event of a pending or actual DC power emergency or natural disaster, for the protection of the AT&T Texas power plant. AT&T Texas will not reduce the fuse device below 125% of the CLEC Requested Amperage. AT&T Texas will provide reasonable notice to all affected CLECs at least 48 hours prior to reducing any fuses. If the CLEC requires power greater than that of 125% of billed capacity, CLEC shall report the amount of power it requires during the potential DC power emergency, within 24 hours of AT&T providing notice. AT&T will fuse the CLEC's Power Delivery Arrangement at 125% of the newly requested amount. Natural disasters that could necessitate the need to temporarily reduce the size of the fuse could include, but are not limited to, hurricanes, tomados, wild fires, earthquakes, or any event which causes a prolonged electrical outage. At the conclusion of the DC power emergency, AT&T Texas will provide notice to all CLECs who requested additional power, that the DC power emergency has concluded. Within 48 hours after such notice, AT&T Texas will begin to return all associated fuses back to their pre-emergency size. If the CLEC chooses to keep its power consumption at the newly specified level, AT&T Texas must receive notice of the CLECs desire within 24 hours of the CLEC being notified that the DC power emergency has concluded. On a going forward basis the CLEC will be billed for the newly requested amount of power. If the CLEC does not notify AT&T of its desire to maintain the increased amperage level, billing will revert to the pre-emergency CLEC requested usage. AT&T Texas may bill CLECs based on the increased amperage for the duration of the DC power emergency.

2.6 SELF CERTIFICATION AUDITS

2.6.1 AT&T Texas reserves the right to periodically validate CLEC actual usage reported in its semi-annual Self Certifications. AT&T Texas will bring any discrepancies of + or – 10%, provided the discrepancy is at least 5 AMPs, to the CLEC's attention for resolution within 10 business days. AT&T Texas will update the CLEC's billing, back to the most recent CLEC collocation application or Self Certification (whichever is later), based on the AT&T Texas validated usage.

2.6.2 During the nine-month period following the Effective Date of the Amendment, if AT&T Texas identifies that a specific collocation Power Delivery Arrangement was under reported by 20% or more (provided the discrepancy is at least 10 AMPs), AT&T will notify the CLEC within 5 business days and suspend further audits on that particular CLEC for 15 business days. The purpose of this provision is to allow time for the CLEC, at its sole discretion, to validate their initial certifications for accuracy and resubmit certifications as necessary. AT&T Texas will update the CLEC's billing based on the AT&T Texas validated usage back to the most recent CLEC collocation application or Self Certification (whichever is later), but the discrepancy noted for the affected Power Delivery Arrangement will not count as a first offense for purposes of assessing penalties under this Section or paragraph 2.6.3. Discrepancies identified after the 15 business day period or during subsequent certification periods will result in AT&T Texas updating the CLEC's billing based on the AT&T Texas validated usage back to the most recent CLEC collocation application or Self Certification (whichever is later). If discrepancies of greater than 20% occur a second time for a specific Power Delivery Arrangement, the billing to the CLEC will revert back to the ordered capacity of the A lead for the identified Power Delivery Arrangement for a 12 month period before the CLEC will again be eligible for this offering at the collocation Power Delivery Arrangement with the discrepancy

2.6.3 If 15% or 2 collocation arrangements, whichever is higher, of a CLEC's total collocation count in Texas are found to have discrepancies of greater than 20% in a calendar year, provided the discrepancy at each site is at least 10 AMPs, billing to the CLEC will revert to the CLEC ordered capacity of the A lead for all collocation Power Delivery Arrangements in Texas under the terms of the Collocation Tariffs, as applicable, including the rates stated therein, for a 12 month period before the CLEC will again be eligible for this offering.

2.6.4 AT&T Texas will provide the CLEC with the results of that CLEC's audit resulting in amended billing; provided, however, that in the event that AT&T Texas proposes to amend billing pursuant to paragraph

2.6.3, AT&T Texas will provide the affected CLEC with measurements of that CLEC's collocation Power Delivery Arrangements taken during the audit that prompted the proposed billing amendment. The CLEC may dispute the results of the audit under the dispute resolution procedures of the CLEC's interconnection agreement, and present mitigating factors demonstrating that amended billing is not warranted. During the pendency of any such dispute, AT&T TEXAS shall refrain from applying any of the penalties set forth in paragraphs 2.6.2 and 2.6.3.

3. MISCELLANEOUS PROVISIONS

3.1 TERM OF THE AMENDMENT

This Amendment will expire (a) five years from the Effective Date, or (b) if the CLEC's ICA term is for five years, the duration of the CLEC's interconnection agreement if that agreement was approved in PUC Docket No. 28821, or is an MFN from a interconnection agreement that was approved in Docket No. 28821; provided that under option (b), the Amendment would run no longer than 12 months past the expiration date of the Interconnection Agreement, unless the Parties mutually agree to a different expiration date for the Amendment. The terms of this Amendment shall not be subject to change by tariff, but, to the extent rates, terms and conditions of the Physical or Virtual Collocation Tariffs do not conflict with the terms of this amendment, the terms of the tariff shall continue to apply. Both Parties to this Amendment agree to relinquish any right, during the term of the Amendment, to seek a different rate, measurement methodology and/or power billing procedure for AT&T Texas collocation DC power consumption, including rates for DC plant and AC usage.

The Parties acknowledge and agree that the Parties have entered into this Amendment as a compromise and settlement of differences between the Parties regarding the implementation of the Commission's order concerning collocation power metering in Docket No. 28821. This Amendment supersedes the Tracking and Billing CLECs Power Usage section of Appendix Collocation. Both Parties agree that they will not attempt to introduce or present this Amendment to any individual, entity, administrative, regulatory or judicial body for the purpose of attempting to demonstrate that the other Party (or one or more of its predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, or employees) has endorsed or advocated any particular term of this Amendment. It is further understood that all statements and conduct of any Party made in connection with the negotiation of this Amendment will be inadmissible as evidence under Federal Rule of Evidence 408 and any similar federal or state statute or rule, except in a proceeding brought to enforce the terms of this Amendment.

3.2 Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

3.3 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

3.4 This Amendment shall be filed with the Public Utility Commission of Texas and is effective upon filing (the "Effective Date").

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 25th day of October, 2006, by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Logix Communications

By: Howard J Siegel

Printed: Howard Siegel

Title: VP External & Reg Affairs
(Print or Type)

Date: 10/16/06

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas by AT&T Operations, Inc., its authorized agent

By: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 10/25/06

FACILITIES-BASED OCN # 2826

ACNA DOB

Amendment--Collocation Power Caged Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
Application Fees		
Caged Collocation		
Initial Application	None	$3,536.95
Augment Application	None	$1,224.33
Non-Standard Application	None	$1,436.00
DC POWER CONSUMPTION		
Caged Collocation		
DC Plant (per amp)	$7.38	None
AC Usage (per amp)	$3.82	None
HVAC (per AMP)	$0.40	None
DC Power Delivery Arrangement		
Caged Collocation		
Two 20 amp feeds	None	$389.03
Two 50 amp feeds	None	$643.12
Two 100 amp feeds	None	$2,525.18
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) **The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		$2,220.45
1) Equipment Engineer Project Coordination - -- Review vendor bills and coordinate with appropriate depatments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) Quality Auditing Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Caged Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.0. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		$1,734.38

Amendment--Collocation Power Cageless Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
Application Fee		
Cageless Collocation		
Initial Application	None	$4,489.21
Augment Application	None	$1,360.37
Non-Standard Application	None	$1,436.00
DC POWER CONSUMPTION		
Cageless Collocation		
DC Plant (per amp)	$7.36	None
AC Usage (per amp)	$3.82	None
HVAC (per AMP)	$0.40	None
DC Power Delivery Arrangement		
Cageless Collocation		
Per Cable Rack	$0.10	None
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) ******The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		$2,220.45
1) Equipment Engineer Project Coordination - -- Review vendor bills and coordinate with appropriate depatments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) Quality Auditing Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Cageless Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.0. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		$1,734.38

Amendment--Collocation Power Caged Common Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
Application Fee		
Caged Common Collocation		
Initial Application	1.01 per linear ft.	$2,992.81
Augment Application	None	$1,224.33
Non-Standard Application	None	$1,436.00
DC POWER CONSUMPTION		
Caged Common Collocation		
DC Plant (per amp)	$7.38	None
AC Usage (per amp)	$3.82	None
HVAC (per AMP)	$0.40	None
DC Power Delivery Arrangement		
Caged Common Collocation		
Two 20 amp feeds	None	$389.03
Two 50 amp feeds	None	$643.12
Two 100 amp feeds	None	$2,525.18
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) **The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		$2,220.45
1) Equipment Engineer Project Coordination - -- Review vendor bills and coordinate with appropriate depatments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) Quality Auditing Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Caged Common Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.0. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		$1,734.38

Amendment--Collocation Power
Adjacent On-Site Collocation

RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
Application Fee		
Adjacent On-Site Collocation		
Initial Application	None	$6,121.65
Augment Application	None	$1,224.33
Non-Standard Application	None	$1,436.00
DC POWER CONSUMPTION		
Adjacent On-Site Collocation		
DC Plant (per amp)	$6.52	None
AC Usage (per amp)	$3.82	None
DC Power Delivery Arrangement		
Adjacent On-Site Collocation		
Two 100 amp feeds	$2.64	$5,088.60
Two 200 amp feeds	$5.27	$9,723.18
Two 300 amp feeds	$5.27	$11,683.94
Two 400 amp feeds	$7.91	$17,298.89
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) **The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		$2,220.45
1) Equipment Engineer Project Coordination - -- Review vendor bills and coordinate with appropriate depatments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) Quality Auditing Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Adjacent On-Site Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.0. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		$1,734.38

Amendment--Collocation Power Virtual Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
Application Fee		
Virtual Collocation		
Initial Application	None	$4,489.21
Augment Application	None	$1,360.37
DC POWER CONSUMPTION		
Virtual Collocation		
DC Plant (per amp)	$7.36	None
AC Usage (per amp)	$3.82	None
HVAC (per AMP)	$0.40	None
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) ****The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		$2,220.45
1) Equipment Engineer Project Coordination - -- Review vendor bills and coordinate with appropriate depatments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) Quality Auditing Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Virtual Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.0. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		$1,734.38

Instructions for Completing the CLEC Self Certification Form		
Step #	Fields beginning with	Action Item
1	F2	Indicate if this is a Physical Site Verification or Engineering Site Verification
2	B3	List CLEC Name (Legal Entity)
3	A7	Populate the Access Carrier Name Abbreviation (ACNA) of the company for which this form is being completed.
4	B7	List the complete CLLI 11 for each collocation arrangement that you are certifying.
5	D7	Populate the Relay Rack number of the AT&T BDFB or Power Board (which can be found on the 145P tag) from which each power arrangement is supplied. If the 145P tag is missing, indicate "no tag found" and complete the rest of the certification form.
6	E7	Populate the AT&T Fuse Position (which can be found on the 145P tag) of each power arrangement. If the 145 P tag is missing, indicate "no tag found" and complete the rest of the certification form.
7	F7	Populate the quantity (AMPs) of DC power reported for each power delivery lead.
8	G7	Populate the Billing Account Number (BAN) of the collocation arrangement for which you are completing this form.
9		Upon completing the CLEC SELF CERTIFICATION FORM complete the CLEC SELF CERTIFICATION SIGNATURE PAGE and e-mail the completed forms to the Collocation Service Center (M36966@att.com).

List each CLLI 11 and all power arrangements within each CLLI 11.
Indicate if this is a Physical Site Verification, or an Engineering Site Verification:_____

CLEC Name (Legal Entity):_____ Page ____ of ____
(attach add'l pages as necessary)

ACNA	List CLLI 11 for each collocation arrangement	Please Provide ILEC Fuse Assignments for Each DC Power Arrangement (A&B Lead)			New CLEC Requested Amperage to be billed	Billing Account Number (BAN)
		Lead	"BDFB or Power Board" Relay Rack	Fuse Position		
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				

POWER REQUIREMENTS CERTIFICATION FORM
FOR THE STATE OF TEXAS

CLEC Name (Legal Entity) _____, hereinafter referred to as "_____", requests that all of the power arrangements for each Physical and Virtual Collocation arrangement located in Texas reflect the new CLEC reported usage (AMPS) for all of the

***NOTE:** PLEASE REFER TO THE SECOND TAB OF THIS FORM TO SELF CERTIFY EACH POWER ARRANGEMENT FOR EACH CLLI 11.

AT&T will allow a buffer for power consumption of 10% or 5 amps (which ever is greater) of the CLEC reported usage (AMPS). If any changes in equipment or upgrades to equipment result in an increase in CLEC reported usage (AMPS) above the buffer, then CLEC is required to submit an updated certification

CLEC Name (Legal Entity) _____, hereby certifies that all Physical and/or Virtual Collocation power arrangements listed on the second tab of this spreadsheet for the new CLEC reported usage (AMPS) is true and correct through physical or engineering site measured verification.

By: _____
Authorizing Agent for CLEC company

CLEC Phone Number: _____

CLEC Email Address:_____

Date of Certification:_____

M36966@att.com.

NOTE: This form will be used only until the mechanized CLEC Self Certification form becomes available on the CLEC OnLine website. Once the mechanized forms are available, the manual form will no longer

AMENDMENT TO INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 BETWEEN SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS AND LOGIX COMMUNICATIONS

The Interconnection Agreement dated August 26, 2005 by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas") and Logix Communications ("Logix") ("Agreement") effective in the state of Texas is hereby amended as follows:

1. Section 2 of the General Terms and Conditions is amended by adding the following section:

   2.2.2 Notwithstanding anything to the contrary in this Section 2, pursuant to Merger Commitment No. 4 under "Reducing Transaction Costs Associated with Interconnection Agreements," ordered by the FCC effective December 29, 2006 in connection with its approval of the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment No. 4"), the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from August 29, 2010 until August 29, 2013 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Logix, by AT&T Texas pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

2. Pursuant to ICA Merger Commitment No. 4, Logix acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **AT&T TEXAS** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory

commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T Texas has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Texas and as of the date of that election by AT&T Texas, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Amendment shall be filed with the Public Utility Commission of Texas and shall become effective ten (10) days following approval by such Commission..

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 27th day of February, 2007, by AT&T Texas, signing by and through its duly authorized representative, and Logix, signing by and through its duly authorized representative.

Logix Communications

By: Howard J Siegel

Name: Howard Siegel
(Print or Type)

Title: VP External + Regulatory Affairs
(Print or Type)

Date: 2/20/07

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas by AT&T Operations, Inc., its authorized agent

By: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 2-27-07

FACILITIES-BASED OCN # 8833

ACNA DOB

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T TEXAS AND LOGIX COMMUNICATIONS

This Amendment amends the Interconnection Agreement by and between Southwestern Bell Telephone Company[1] d/b/a AT&T Texas ("AT&T") and Logix Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Texas.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated 8/26/2005 (the "Agreement"); and

WHEREAS, the United States District Court for the Western District of Texas issued its order ("Order") in Case No. A-05-CA-862-SS, on August 30, 2006, concluding that certain terms and conditions regarding AT&T's obligation to provide routine network modifications to unbundled network elements must be removed from Section 4.5.2 of Attachment 6: 251(c)(3) Unbundled Network Elements; and

WHEREAS, provisions of the Agreement require the incorporation into the Agreement the terms and conditions established by the Order.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The first sentence in Section 4.5.2 of Attachment 6: 251(c)(3) Unbundled Network Elements is amended by deleting the following phrase: "*without additional charges or minimum term commitments.*" Section 4.5.2 as amended now reads as follows in its entirety:

   4.5.2 A routine network modification is an activity that SBC TEXAS regularly undertakes for its own retail customers. Routine network modifications include those activities that SBC 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 SBC 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.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

---

[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Texas as "AT&T Texas". Name change approval request(s) may be pending with the appropriate state regulatory authorities.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective upon filing (the "Amendment Effective Date").

10. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 6th day of August, 2007, by Southwestern Bell Telephone Company d/b/a AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Logix Communications

By: Howard J Siegel

Printed: Howard Siegel

Title: VP External & Regulatory Affairs
(Print or Type)

Date: 8/10/07

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

By:

Printed: Eddie A. Reed, Jr.

Title: Director-Contract Management
(Print or Type)

Date: 8-15-07

UNE OCN# *7403 - 8833*
RESALE OCN# 7703
FACILITIES-BASED OCN# 7403 - 8833
ACNA DOB

INTERCONNECTION AMENDMENT

BETWEEN

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

AND

MERIPLEX TELECOM, LLC

Signature: eSigned - David Henley

Name: eSigned - David Henley
(Print or Type)

Title: CEO
(Print or Type)

Date: 14 Feb 2020

Meriplex Telecom, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 14 Feb 2020

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

AMENDMENT TO THE AGREEMENT BETWEEN MERIPLEX TELECOM, LLC 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 Meriplex Telecom, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed March 10, 2010 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
    a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
        i. to the same End User; and
        ii. at that same End User's existing location;
        iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
    a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
        i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
        ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or

iv. disconnect.

b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.

c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").

i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.

ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.

iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.

iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

6. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.

7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.

11. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval

by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.

1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.

2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

(i) to the same End User; and

(ii) at that same End User's existing location;

(iii) both as of the time of that service's grandfathering.

2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").

2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).

2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.

2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

2.11 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for resale. Promotions lasting longer than ninety (90) calendar ("Long-Term Promotions") may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.

2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:

(i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or

(ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.

2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

3.1 "Resale Discount" means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.

4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.

5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Disconnect		NKCT1	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Disconnect		NKCT8	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Disconnect		NKCT9	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX	
TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG - Disconnect		NKCTC	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6	